Recorded: 7/21/2015 at 1:29:25.0 PM
Fee Amount: $34.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2015 PG: 1932

Prepared by:
Return to: Emily A. Stork, Davis Brown Law Firm, 215 10th Street, Suite 1300, Des Moines, Iowa 50309 (515) 246-7887

LENDER NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement (this "**Agreement**"), dated as of July 2, 2015 is made and entered into by and between GWE 5 LLC, an Iowa limited liability company, and its successors and assigns ("**Grantee**") and FARM CREDIT SERVICES OF AMERICA, FLCA and FARM CREDIT SERVICES OF AMERICA, PCA, each a federally chartered instrumentality of the United States (collectively, "Lender").

RECITALS

A. Grantee is the benefitted party under that certain Temporary Construction Easement and Permanent Electric Line and Facilities Easement entered on June 22, 2015 by and between Big River United Energy, LLC, a Wisconsin limited liability company, as Grantor and Grantee, filed of record with the Delaware County Recorder on July 21, 2015 in Book 2015, at page 1929 ("**Easement Agreement**") affecting the real property described on attached Exhibit A at Page 5 (the "**Property**").

B. Lender is the holder of a mortgage (the "**Mortgage**") filed December 19, 2012 in Book 2012, at page 4392 in the Office of the Delaware County Recorder that is a lien on all or a portion of the Property.

C. Grantee has requested that Lender agree not to disturb any rights of Grantee under the Easement Agreement with respect to the Property if Lender forecloses the Mortgage.

D. Lender is willing to so agree on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender covenants and agrees with Grantee that, provided (i) the Easement Agreement is in full force and effect and (ii) no default exists under the Easement Agreement beyond the applicable grace period, Grantee's right to possession of the Property, and the terms and provisions of the Easement Agreement, shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or of any rights otherwise available to Lender at law or in equity.

2. If a Successor Owner (as defined below) comes into possession or ownership of the Property, then such Successor Owner shall (i) thereby succeed to the position of the Owner under the Easement Agreement and (ii) not disturb the possession of Grantee except in accordance with the terms of the Easement Agreement or this Agreement, and the Easement Agreement shall continue in full force and

effect. "**Successor Owner**" means any person or entity (including, without limitation, Lender or any nominee or designee of Lender) that while this Agreement is in effect acquires possession or ownership of the Property by reason of foreclosure of the Mortgage, any other exercise by Lender of rights and remedies available to Lender as holder of the Mortgage or delivery of a deed to the Property in lieu of foreclosure.

3. All notices, requests and communications under this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or by nationally recognized courier service or mailed (first class postage prepaid) to the parties at the following addresses:

If to Lender: CoBank, ACB
P.O. Box 5110
Denver, CO 80217
Attention: Melanie N. Ferguson

If to Grantee: GWE 5 LLC
102 Balfour Drive
Norwalk, Iowa 50211

All such notices, requests and other communications will (i) if delivered personally or by nationally recognized courier to the address as provided in this Section, be deemed given upon delivery, and (ii) if delivered by mail in the manner described above to the address provided in this Section, be deemed given upon receipt. Any party may from time to time change its address or other information for purpose of notices to that party by giving notice specifying such change to the other party.

4. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Lender and Grantee.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; next page is signature page]

FARM CREDIT SERVICES OF AMERICA, FLCA and
FARM CREDIT SERVICES OF AMERICA, PCA

By: James Groute

Printed Name: James Groute

Title: Vice President

STATE OF Nebraska, Douglas COUNTY) ss:

This record was acknowledged before me on June 15th, 2015 by

James Groute as Vice President
(name of person signing) (type of authority, e.g. officer, manager, trustee etc.)

of FARM CREDIT SERVICES OF AMERICA, FLCA and FARM CREDIT SERVICES OF AMERICA, PCA.

GENERAL NOTARY - State of Nebraska
PAMELA J. McCASLIN
My Comm. Exp. June 12, 2016

Pamela J. McCaslin
Notarial Officer in and for said State
My commission expires: June 12, 2016

STAMP

[SIGNATURES CONTINUE ON NEXT PAGE]

GWES LLC

By: _____

Printed Name: Kurt Sherer

Title: VP

STATE OF Iowa, Polk COUNTY) ss:

This record was acknowledged before me on July 24, 2015 by Kurt Sherer (Name of person signing) as VP (Type of authority, e.g. officer, manager, trustee etc.) of GWES LLC.

JOHN BOORMAN
Commission Number 782159
My Commission Expires
January 15, 2017

STAMP

_____
Notarial Officer in and for said State
My commission expires: 1-15-2017

EXHIBIT A

Legal Description

Parcel "R" in Section 26, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa, comprised of the South 250' of SW1/4 of SW/1/4; SE1/4 of SW1/4; NW1/4 of SW1/4; NE1/4 of SW1/4, So. of the former Railroad R.O.W.; SW1/4 of NW1/4, So. of the former Railroad R.O.W.; SE1/4 of NW1/4, So. of the former Railroad R.O.W.; NW1/4 of SE1/4, So. of the centerline of Vine Road; NE1/4 of SE1/4, So. of the centerline of Vine Road & S1/2 of SE1/4 of Section 26, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa, according to the Plat of Survey recorded in Book 2006, Page 3366.