BK: 2020 PG: 669

Recorded: 3/5/2020 at 8:02:29.0 AM

Pages 3

County Recording Fee: \$17.00

Iowa E-Filing Fee: \$3.00 Combined Fee: \$20.00

**Revenue Tax:** 

LISA SMITH RECORDER Madison County, Iowa

## TRUST CERTIFICATE

When Recorded Return to:
Accurate Title Group
1260 Energy Lane
St. Paul, MN 55108
81497692-01

THIS PAGE FOR RECORDING INFORMATION ONLY

(This cover sheet is now a permanent part of the recorded document.)

PREPARED BY: COMMERCIAL LOAN PROCESSOR
DONNA HANSEN
BREMER BANK, NATIONAL ASSOCIATION
1100 W ST. GERMAIN ST.
ST. CLOUP, MN 56301
(800) 908-2265



\*00000000000000000113511152019\*

## TRUST CERTIFICATE

Principal L	oan Date Maturity Loan No Call / Coll Account Officer Initials -15-2019 R2 00000929189
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  Any item above containing "***" has been omitted due to text length limitations.	

Borrower:

Trust:

Northern Power Products, Inc.

2859 Lexington Ave S

Eagan, MN 55121-1419

Bradley D Van Horn Trust, under trust instrument dated October 31, 2008
1555 Quarry Road Apt 333

Eagan, MN 55121

Lender:

Bremer Bank, National Association

372 St. Peter Street St Paul, MN 55102

## I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

**CERTIFICATION OF TRUST.** This Trust Certificate is given by the sole currently acting Trustee voluntarily, pursuant to the lowa Trust Code and is sworn and subscribed under penalty of perjury before a notary public, intending that the facts set forth in this Certificate be relied upon by Lender as true and correct.

- (A) Trust name as set forth in the Trust's formation document: Bradley D Van Horn Trust, under trust instrument dated October 31, 2008.
- (B) Trust is in existence as of this date and is evidenced by a Trust instrument executed on October 31, 2008.
- (C) The name and address of the Trustee is: Bradley D Van Horn, 1555 Quarry Road Apt 333, Eagan, MN, 55121.
- (D) The powers of Trustee include the power to do, or perform, all of the acts and things on behalf of Trust set forth in this Certificate.
- (E) Trust is irrevocable.
- (F) The trust instrument requires the signature of any 1 Trustee to exercise any powers of the Trustee.
- (G) Trustee hereby certifies that Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certificate to be incorrect and this Certificate is being signed by all of the currently acting Trustees of Trust. Trustee acknowledges and agrees that Lender may require Trustee to provide copies of excerpts from the trust instrument and amendments which designate the Trustee and confer upon the Trustee the power to act in these transactions, and that Lender may require such further identification or legal opinion supporting the Trustee authority and power as Lender shall deem necessary and prudent.

BORROWING CERTIFICATE. Trustee, for and on behalf of Trust, is authorized and empowered on behalf of Trust:

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to Trust or in which Trust now or hereafter may have an interest, including without limitation all of Trust's real property and all of Trust's personal property (tangible or intangible), as security for the payment of any loans, any promissory notes, or any other or further indebtedness of Northern Power Products, Inc. to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Certificate authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of Trust shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Northern Power Products, Inc. to Lender. The Trustee has considered the value to Trust of lending collateral in support of such indebtedness, and the Trustee represents to Lender that Trust is benefited by doing so.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to Trust or in which Trust may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to Trust's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, including agreements walving the right to a trial by jury, as the Trustee may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**TERMINATION OR TRANSFER.** Trustee agrees that the Trustee will provide to Lender written notice prior to any termination or revocation of Trust or prior to the transfer from Trust of any Trust asset upon which Lender may be relying for repayment of Trust's indebtedness to Lender.

NOTICES TO LENDER. The Trustee will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in Trust's name; (B) change in Trust's assumed business name(s); (C) change in the Trustees of the Trust; (D) change in the authorized signer(s); (E) change in Trust's state of organization; (F) conversion of Trust to a new or different type of business entity; or (G) change in any other aspect of Trust that directly or indirectly relates to any agreements between Trust and Lender. No change in Trust's name or state of organization will take effect until after Lender has received notice.

FURTHER TRUST CERTIFICATIONS. The person named above is duly appointed and acting Trustee of Trust and is duly authorized to act on behalf of Trust in the manner described above; I am familiar with the purpose of the Indebtedness; the Indebtedness proceeds are to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries.

CONTINUING VALIDITY. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice

## TRUST CERTIFICATE (Continued)

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of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of Trust's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

I have read all the provisions of this Certificate, and I personally and on behalf of Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated November 15, 2019.

State of MINNESOTA

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County of DAKOTA

Signed and sworn to (or affirmed) before me on November 15, 20 19, by Bradley D Van Horn.

Notary Public in the State of MN

Notary Public in the State of MN

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