



April 25, 2018

[REDACTED]

Re: Golden Plains Wind Project
[REDACTED]
[REDACTED]

As part of the process of reviewing and clearing the title work for all of the properties in the Golden Plains Wind Project, we need to *obtain certain documents* from tenants who lease land from the landowners in the project area.

Information submitted from certain landowners in the project has indicated that you are a tenant to their property under an unrecorded lease agreement. With respect to that, I am enclosing a document for your review and signature. This Tenant Subordination Agreement states that you, as the tenant, agree to subordinate your priority under your lease with the landowner to the Wind Farm Lease and provide your consent for EDF Renewables Development, Inc. and their affiliates to develop and use the property, as indicated under the terms of the Wind Farm Lease.

Please sign this document, where indicated, at your earliest convenience, but not later than one month from the date of this letter, and when completed please return this to me using the postage-paid envelope provided.

In the event that you have any questions, please feel free to contact me.

Best regards,

A handwritten signature in cursive script, appearing to read "Sue Patterson".

Sue Patterson
Sr. Title Specialist
sue.patterson@edf-re.com
612.486.4492

Document prepared by
EDF Renewables Development, Inc.
Attn: Land and Title Administration
15445 Innovation Drive
San Diego, CA 92128
Phone: (858) 521-3300
Facsimile: (858) 521-3333
Golden Plains Wind Farm
[REDACTED]

TENANT SUBORDINATION AGREEMENT

THIS TENANT SUBORDINATION AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2018, by and between [REDACTED] ("**Tenant**"), and EDF Renewables Development, Inc., formerly known as EDF Renewable Development, Inc., a Delaware corporation ("**Wind Company**").

RECITALS

A. Tenant and [REDACTED] Co-Trustees of the Revocable Trust Agreement of [REDACTED] dated September 21, 2011, and [REDACTED] Co-Trustees of the Revocable Trust Agreement of [REDACTED] dated September 21, 2011 ("**Landowner**") entered into an unrecorded lease agreement (the "**Lease**"), whereby tenant was granted certain rights over all or a portion of the real property located in Winnebago County, Iowa, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Landowner and Wind Company entered into a Wind Farm Lease pertaining to the Property (together with all amendments, additions, substitutions, replacements, restatements, or other modifications, the "**Easement**") dated as of November 20, 2017, which is memorialized by that certain Memorandum of Wind Farm Lease dated November 20, 2017, and recorded in the Official Records of Winnebago County, Iowa on January 8, 2018, as Document No. 2018-0041.

C. The Easement provides for the right on the part of Wind Company to develop portions of the Property for wind resource evaluation, wind energy development, energy transmission and related wind energy uses (collectively, the "**Wind Farm**"), including the right to install collection lines, transmission lines, wind turbine generators, and related equipment.

D. The parties hereto desire to expressly subordinate the leasehold interest and all other rights of Tenant under the Lease to the Easement and all rights and benefits of Wind Company thereunder.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, it is hereby declared, understood and agreed that, subject to the terms hereof, the Lease, the leasehold interests and estates created thereby, and the rights, privileges and power of the Tenant thereunder, be and the same are hereby, and with full knowledge and understanding of the effect thereof, made subject and subordinate to the Easement, the interests and estates created thereby, and the rights, privileges and powers of the Wind Company thereunder, subject to the following terms:

1. Subordination of Lease. Tenant declares and acknowledges for the benefit of Wind Company, its successors and assigns, that Tenant hereby intentionally waives, relinquishes and subordinates the priority and superiority of the Lease, the leasehold interests and estates created thereby, and the rights, privileges and powers thereunder, in favor of the Easement and the interests and estates created thereby, and that Tenant understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, Wind Company may be developing the Property for wind energy production and the transmission of electricity, which development would not be made but in said reliance upon this waiver, relinquishment and subordination. Tenant consents to the use of the Property by Wind Company as provided in the Easement, and Tenant agrees and acknowledges that Tenant's use of the Property shall not in any way interfere with the quiet use and enjoyment by Wind Company of the rights and easements granted to Wind Company pursuant to the Easement. Tenant expressly understands and agrees that this Agreement shall supersede, to the extent inconsistent herewith, any provisions of the Lease relating to the subordination of the Lease and the leasehold interests and estates created thereby.

2. Enforcement. The parties intend that this Agreement be specifically enforceable. If any action is brought to interpret or enforce the provisions of this Agreement, the substantially prevailing party therein shall be entitled to recover from the losing party all of its costs and reasonable attorneys' fees incurred in connection therewith.

3. Notices. Any notices given in connection with this Agreement shall be sent by certified mail, return receipt requested, with postage prepaid and addressed to the recipient at the address stated below its signature herein.

4. Successors. The terms and provisions of this Agreement shall run with the land and shall be binding upon inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors and assigns and are specifically intended to be relied upon and enforceable by any person holding a mortgage or deed of trust against the Easement.

5. Entire Agreement. This Agreement supersedes all previous oral and written understandings and agreements with respect to the priority of the Lease and the Easement and comprises the entire agreement of the parties with respect thereto. No provisions of this Agreement may be modified or waived except through the execution and recordation of a subsequent written agreement by the party to be charged therewith.

6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute but one and the same contract.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, Tenant and Wind Company have executed this Agreement as of the day and year first above written.

TENANT:

Address:

Date Executed

WIND COMPANY:

EDF RENEWABLES DEVELOPMENT, INC.,
a Delaware corporation

By: _____
Printed Name: Kathryn L. O'Hair
Title: Vice President, Development – North

Address: 15445 Innovation Drive
San Diego, CA 92128

Date Executed