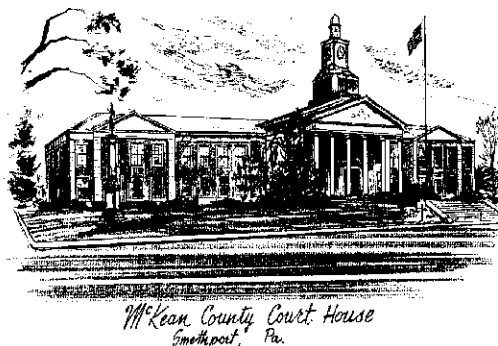


Book: 1095 Page: 372

MCKEAN COUNTY
RECORDER OF DEEDS
MICHELE L. VOGEL-SNYDER, RECORDER
500 WEST MAIN STREET
SMETHPORT, PA 16749
(814) 887-3250



***RETURN DOCUMENT TO:**
STEWART TITLE GUARANTY COMPANY -
EASTERN PA
900 WEST VALLEY ROAD, SUITE 4
WAYNE, PA 19087

Instrument Number - 202503448
Recorded On 10/20/2025 At 1:47:13 PM
* Instrument Type - MORTGAGE
* Total Pages - 42
Invoice Number - 139052
* Mortgagor - CLERMONT SOLAR LLC
* Mortgagee - WILMINGTON TRUST NA
* Customer - SIMPLIFILE LC E-RECORDING

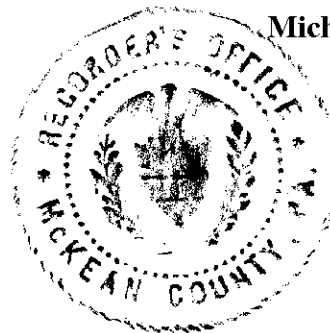
*** FEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEES	\$90.50
AFFORDABLE HOUSING FEES	\$90.50
DEMOLITION FUND - ACT 152	\$15.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$241.75

I hereby CERTIFY that this document is
Recorded in the Recorder of Deeds Office
Of McKean County, Pennsylvania

Michele L. Vogel-Snyder

Michele L. Vogel-Snyder
Recorder of Deeds



THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

01B050



**This Instrument Prepared By And
After Recording Return To:**

**K&L Gates LLP
4900 Main St. St 650
Kansas City, MO 64112
Attn: John Crossley**

**Property Identification Number(s):
ALL PARCELS ARE LOCATED IN
MCKEAN COUNTY, PA:**

Tax Parcel: 29-004-400, 29-009-101, 29-004-400.01,
29-004-400.02, 29-004-400.03, 29-004-400.05

LEGAL DESCRIPTION:
See attached Exhibit B

**OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

Dated: As of October 3, 2025

Effective: As of October 20, 2025

From

**CLERMONT SOLAR, LLC as "Mortgagor"
(Mortgagor)**

to

**WILMINGTON TRUST, NATIONAL ASSOCIATION as "Mortgagee"
(Mortgagee)**

This is an **OPEN-END MORTGAGE** as defined in 42 Pa.C.S. § 8143 and secures future advances made pursuant to the Financing Agreement. The maximum amount of the principal indebtedness outstanding under this Mortgage at any time and secured hereby is \$256,906,474.92. **THIS MORTGAGE SECURES FUTURE ADVANCES.**

OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This OPEN-END FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, is dated as of October 3, 2025 but made effective as of October 20, 2025 (this “Mortgage”), is from **CLERMONT SOLAR, LLC**, a Pennsylvania limited liability company (together with its successors and assigns, “Mortgagor”), as mortgagor, and having a place of business and office for the maintenance of records at c/o Energix Renewables, 1201 Wilson Blvd., Suite 2200, Arlington, VA 22209, to **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties under the Financing Agreement (“Mortgagee”) having offices at 99 Wood Avenue South, 10th Flr., Iselin, NJ 08830.

WHEREAS, Mortgagor is party to that certain Financing Agreement, dated as of July 28, 2025 (as amended, amended and restated, modified or supplemented from time to time, the “Financing Agreement”), with Energix E-5 Borrower LLC, a Delaware limited liability company (“Borrower”), each of the Project Companies set forth on Exhibit A hereto from time to time party thereto (“Project Companies”), each of the financial institutions acting as Lenders or Issuing Banks from time to time party thereto (individually, a “Lender” and collectively, the “Lenders”), MUFG Bank, Ltd., as Sole Coordinating Lead Arranger, Sole Underwriter, Green Loan Structuring Agent and Administrative Agent, Wilmington Trust, National Association, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”), and any other agents and financial institutions from time to time a party thereto, under which Mortgagor will, among other things, finance the construction of solar photovoltaic generating facility that is being developed and constructed in McKean County, Pennsylvania (the “Project”);

WHEREAS, Mortgagor expects to receive a substantial financial benefit from the extension of credit under the Financing Agreement to the Mortgagor and the development of the Project;

WHEREAS, pursuant to the Financing Agreement, Mortgagor is obligated to execute and deliver this Mortgage to Mortgagee; and

WHEREAS, Mortgagor and Mortgagee acknowledge that this Mortgage incorporates by reference certain definitions and provisions of the Financing Agreement which are not fully set forth herein.

NOW, THEREFORE, with reference to the foregoing Recitals, and for ten dollars cash in hand and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

Mortgagor does hereby irrevocably MORTGAGE, GRANT, BARGAIN, SELL CONVEY, SET OVER, WARRANT, ASSIGN, AND TRANSFER to Mortgagee, for itself and its successors and assigns, WITH POWER OF SALE AND RIGHT TO ENTRY AND POSSESSION (to the extent permitted under Legal Requirements), pursuant to this Mortgage and Legal Requirements, all right, title and interest of Mortgagor, whether now owned or hereafter

acquired by Mortgagor, for the purpose of securing the payment and performance of the Secured Indebtedness (as hereinafter defined):

All of the property, rights, title, interest, privileges and franchises of Mortgagor (i) in and to the real property more particularly described on **Exhibit B** hereto and located in McKean County, Commonwealth of Pennsylvania (the “**Real Property**”), (ii) as lessee and/or grantee under the lease agreements and easement agreements more particularly described on **Exhibit C** (collectively, the “**Real Property Agreements**”), which Real Property Agreements concern portions of the Real Property, and under any and all modifications, extensions and renewals of the Real Property Agreements and all options set forth therein, together with (a) all credits, deposits, privileges and rights of Mortgagor as lessee or as grantee under the applicable Real Property Agreements, now or at any time existing, (b) the leasehold and the leasehold estate created by the applicable Real Property Agreements, (c) the easement estate created by each of the applicable Real Property Agreements and (d) all of the estates, rights, titles, claims or demands whatsoever of Mortgagor, either in law or in equity, in possession or in expectancy, of, in and to the Real Property Agreements and the Real Property, together with (x) any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Mortgagor in or to the Real Property, and Mortgagor expressly agrees that if Mortgagor shall, at any time prior to payment in full of all indebtedness secured hereby, acquire fee simple title or any other greater estate to the Real Property pursuant to the Real Property Agreements, or otherwise, the lien of this Mortgage shall attach, extend to, cover and be a lien upon such fee simple title or other greater estate and thereupon the lien of this Mortgage shall be prior to the lien of any mortgage or deed of trust placed on such acquired title, estate, interest or right subsequent to the date of this Mortgage (except as otherwise provided herein), and (y) any right to possession or statutory term of years derived from, or incident to, the Real Property Agreements pursuant to Section 365(h) of the U.S. Bankruptcy Code, as amended (the “**Bankruptcy Code**”), or any comparable provision contained in any present or future federal, state, local, foreign or other statute, law, rule or regulation (collectively, the “**Real Property Interest**”);

TOGETHER WITH all estate, right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any and all buildings and other improvements now or hereafter located on the Real Property and all building materials and building equipment now or hereafter delivered to and intended to be installed in or on the Real Property and other improvements now or hereafter attached to or placed, erected, constructed or developed on the Real Property or attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereon (all of the foregoing estate, right, title and interest being hereinafter collectively called the “**Improvements**”);

TOGETHER WITH all estate, right, title and interest of Mortgagor in and to all machinery, apparatus, equipment, fixtures, furnishings, inventory, fittings and goods that are or are to become fixtures, and all other articles of personal property and tangible property, in each case now owned or hereafter acquired by Mortgagor and now or hereafter located on or at or attached to, installed in, or used in the Real Property or the Improvements or which are necessary or useful for the complete and comfortable use and occupancy of the Project, the Real Property or the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which personal property is or may be used in the development of the Project or the Improvements, and all renewals of or replacements or substitutions for any of the

foregoing, whether or not the same shall be attached to the Real Property or the Improvements such that a security interest in such tangible property can be perfected by an appropriate fixture filing under the UCC (as defined herein), and any and all products and accessions to any such property which may exist at any time (all of the foregoing estate, right, title and interest, and products and accessions, being hereinafter called "**Fixtures**"), in each case, subject to the terms, conditions, and limitations set forth in the Borrower Security Agreement;

TOGETHER WITH all interests, estates and other claims, both in law and in equity, that Mortgagor now has or may hereafter acquire in (i) the Real Property, (ii) all other easements, rights of way and rights used in connection with the Real Property, the Improvements or the Project, and (iii) all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto (all of the foregoing interests, estates and other claims being hereinafter collectively called "**Easements and Rights of Way**");

TOGETHER WITH all estates, right, power, privilege, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any streets, open or proposed, public or private, adjoining the Real Property, and any and all sidewalks, railroad tracks or rights of way, alleys and strips and gores of land adjacent to or used in connection therewith (all of the foregoing estates, right, power, privilege, title and interest being hereinafter called "**Adjacent Rights**");

TOGETHER WITH all estate, right, title and interest of Mortgagor, if any, in and to any minerals, oil and gas and other hydrocarbon substances (to the extent permitted under Legal Requirements), water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) and water stock, timber and crops on or in the Real Property (all of the foregoing estate, right, title and interest being hereinafter collectively called "**Minerals and Related Rights**");

TOGETHER WITH Mortgagor's right, title and interest in all monetary deposits which Mortgagor has been required to give to any public or private utility with respect to utility services furnished to the Project, the Real Property or the Improvements (being hereinafter collectively called "**Monetary Deposits**");

TOGETHER WITH Mortgagor's right, title and interest in all rents, revenues, proceeds, issues, profits, royalties, income or other benefits of the Project, the Real Property, the Improvements or the Fixtures, including, without limitation, cash or securities deposited pursuant to leases or any Use Agreement (as hereinafter defined) arising or issuing from all insurance policies, sale agreements, licenses, options and other agreements regarding use, sale, transfer or occupancy now or hereafter entered into by Mortgagor covering all or any part of the Project, the Real Property, the Improvements or the Fixtures (all of the foregoing rents, revenues, proceeds, issues, profits, royalties, income and other benefits being hereinafter collectively called "**Rents**") for the purposes of securing the Secured Indebtedness (as hereinafter defined); and Mortgagor will execute and deliver to Mortgagee, promptly following written demand, such separate, specific assignments and instruments as Mortgagee may reasonably require to implement, confirm, maintain and continue the assignment hereunder of all or any part of the Rents, subject to the right, power and authority hereinafter given to Mortgagor to collect and apply the same; and Mortgagor hereby appoints Mortgagee, and its designees and nominees, as Mortgagor's agents and attorneys-

in-fact, coupled with an interest, to collect such Rents after the occurrence and during the continuation of an Event of Default;

TOGETHER WITH all estate, right, title and interest and other claim or demand that Mortgagor now has or may hereafter acquire with respect to any damage to the Project, the Real Property, the Improvements or the Fixtures and any and all proceeds of insurance (including premium refunds) in effect with respect to the Project, the Real Property, the Improvements or the Fixtures, and any and all proceeds from the taking of the Project, the Real Property, the Improvements, the Fixtures or any part thereof or any interest or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, including, without limitation, any awards resulting from a change of grade of streets or as the result of any other damage to the Project, the Real Property, the Improvements or the Fixtures for which compensation shall be given by any Governmental Authority (all of the foregoing estate, right, title and interest and other claims or demand, and any such proceeds or awards, being hereinafter collectively called "**Damage Rights**"); and Mortgagor hereby appoints Mortgagee, and its designees and nominees, as Mortgagor's agents and attorneys-in-fact to collect any such Damage Rights after the occurrence and during the continuation of an Event of Default;

TOGETHER WITH all permits, agreements, licenses, franchises, certificates and other rights and privileges obtained by Mortgagor in connection with the Project, the Real Property, the Improvements or the Fixtures (being hereinafter collectively called "**Permits and Licenses**");

TOGETHER WITH all estate, right, title and interest that Mortgagor now has or may hereafter acquire with respect to any and all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, construction upon, or occupancy, leasing, sale or operation of the Project, the Real Property or the Improvements, to the extent subject to perfection under the Article 9 of the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania (the "**UCC**") (being hereinafter collectively called "**Construction Rights**");

TOGETHER WITH all estate, right, title and interest of Mortgagor in respect of any and all air rights, development rights or credits, zoning rights or other similar rights or interests which benefit or are appurtenant to the Project, the Real Property or the Improvements (all of the foregoing estate, right, title and interest being hereinafter collectively called "**Air and Development Rights**");

TOGETHER WITH all rights (but not, to the extent permitted under Legal Requirements, obligations) of Mortgagor under all contracts, agreements, consents and other rights and privileges entered into, used or obtained in connection with the Project, the Real Property, the Improvements or the Fixtures or the management, possession, operation, protection and preservation thereof, including all procurement, transportation and interconnection agreements relating to the use or operation thereof as a solar energy production facility (collectively, the "**Contract Rights**");

TOGETHER WITH all estate, right, title and interest of Mortgagor in respect of any and all rights and appurtenances belonging, incident or appertaining to the Project, the Real

Property or the Improvements (all of the foregoing estate, right, title and interest being hereinafter collectively called "**Appurtenances**");

TOGETHER WITH all other estates, easements, interests, licenses, tenements, hereditaments, rights, titles, powers or privileges of every kind and character which Mortgagor now has, or at any time hereafter acquires, including replacements or substitutions therefor, in and to any of the foregoing, including the proceeds from condemnation, or threatened condemnation, and the proceeds and unearned premiums on any and all insurance covering any part of the foregoing, and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor (collectively, "**Other Estates and Interests**");

All of the foregoing Real Property Agreements, Real Property Interest, Real Property, Improvements, Fixtures, Easements and Rights of Way, Adjacent Rights, Minerals and Related Rights, Monetary Deposits, Rents, Damage Rights, Permits and Licenses, Construction Rights, Air and Development Rights, Contract Rights, Appurtenances, and Other Estates and Interests, now owned or hereinafter acquired by Mortgagor, being sometimes hereinafter referred to collectively as the "**Mortgaged Property**".

TO HAVE AND TO HOLD the Mortgaged Property subject to the Permitted Encumbrances, as defined in the Financing Agreement, unto Mortgagee and Mortgagee's successors, substitutes or assigns, and to its or their successors and assigns, and for the uses and purposes herein set forth, forever, together with all rights, privileges, hereditaments and appurtenances in anywise appertaining or belonging thereto, subject only to Permitted Encumbrances, and subject further to the power of sale, upon the terms, provisions and conditions herein set forth, to secure and enforce the payment and performance of the Secured Indebtedness, and Mortgagor, for Mortgagor and Mortgagor's successors, hereby agrees to warrant and forever defend, all and singular, the Mortgaged Property unto Mortgagee and Mortgagee's successors or substitutes in this trust against the claim or claims of all Persons claiming or to claim the same or any part thereof, subject, however, to Permitted Encumbrances as aforesaid that, with respect to the priority of such liens, pursuant to Legal Requirements, are entitled to a higher priority than the liens granted by this Mortgage.

MOREOVER, in order to secure the payment of the Secured Indebtedness and the performance of the obligations, covenants, agreements and undertakings hereinafter described, Mortgagor hereby grants to Mortgagee a security interest in all of the Fixtures, the Improvements and the other Mortgaged Property to the greatest extent in which such a security interest may be granted therein under Legal Requirements, including, without limitation, all of Mortgagor's interest in all other goods, equipment, Modules, machinery, computer software and hardware, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Mortgagor now or hereafter acquired by Mortgagor and located or used in the building or buildings or other improvements now erected or hereafter to be erected by or on behalf of Mortgagor on the Real Property, or otherwise hereafter acquired by Mortgagor and located on the Real Property, and all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment now or hereafter acquired and delivered to the Real Property and intended to be installed therein, all security deposits (whether cash, one or more letters of credit, bonds or other forms of security) and advance rentals under lease agreements or any Use Agreement now or at any time hereafter covering or affecting any of the

Mortgaged Property and held by or for the benefit of Mortgagor, all monetary deposits which Mortgagor has been required to give to any public or private utility with respect to utility services furnished to the Mortgaged Property, all rents and other amounts from and under leases, easements or any Use Agreement of all or any part of the Mortgaged Property, all issues, profits and proceeds from all or any part of the Collateral (as hereinafter defined), all proceeds (including premium refunds) of each policy of insurance relating to the Collateral, all proceeds from the taking of the Collateral or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in escrow for the payment of ad valorem taxes, assessments and charges and/or premiums for policies of insurance with respect to the Collateral, all contracts related to the Collateral, all money, funds, accounts, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), all notes or chattel paper arising from or related to the Collateral, all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Collateral, all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use of, construction upon, or occupancy, leasing, sale or operation of the Mortgaged Property, and all proceeds and other amounts paid or owing to Mortgagor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Mortgaged Property (all of the property described in this paragraph hereinafter collectively called the “**UCC Collateral**” and, with the Mortgaged Property, collectively the “**Collateral**”) and all proceeds of the UCC Collateral.

Notwithstanding the foregoing, any Collateral that, by its terms or by operation of law or Legal Requirements, would become void, voidable, terminable or revocable or in respect of which Mortgagor would be deemed to be in breach or default thereunder if encumbered, pledged or assigned hereunder or if a security interest therein were granted hereunder are expressly excepted and excluded from the Collateral and the lien and terms of this Mortgage to the extent necessary to avoid such voidness, voidability, terminability, revocability, breach or default.

Article I.

SECURED INDEBTEDNESS

Section 1.01 Secured Indebtedness.

This Mortgage is made to secure the payment and performance by (a) Mortgagor of all obligations required to be paid or performed by or on behalf of Mortgagor under this Mortgage, and (b) of all obligations required to be paid or performed by or on behalf of Mortgagor under the Financing Agreement and other Financing Documents, including the Obligations (as defined in the Financing Agreement) all such obligations whether outstanding on the date of this Mortgage or extended, incurred, increased, or modified from time to time after the date of this Mortgage, being herein called the “**Secured Indebtedness**” or the “**indebtedness secured hereby**”.

Section 1.02 Advances of Indebtedness.

This Mortgage shall secure not only existing Secured Indebtedness, but also such future advances as may be made by Secured Parties (as such term is defined in the Financing Agreement) under the Financing Agreement to the same extent as if such future advances were made on the

date of the execution of this Mortgage. Any such future advances are intended to and shall have the same lien priority as the initial indebtedness secured hereby from the date this Mortgage is recorded.

Section 1.03 Certain Terms.

This Mortgage, the Financing Documents (other than the Financing Agreement), were or will be executed and delivered pursuant to the Financing Agreement. Capitalized terms used herein, but not otherwise defined in this Mortgage are defined, directly or by reference, shall have the meanings given such terms, directly or by reference, in the Financing Agreement.

Article II.

NO HOMESTEAD; RIGHT OF MORTGAGEE

Section 2.01 No Homestead.

No portion of the Mortgaged Property is being used as Mortgagor's residential homestead.

Section 2.02 Right of Mortgagee to Perform.

Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action which hereunder Mortgagor is required to perform or take, or to pay any money which hereunder Mortgagor is required to pay, or takes any action prohibited hereby, and such failure is not cured within any applicable notice and cure period, such that an Event of Default has occurred and is continuing, Mortgagee shall have such rights with respect to the Project and/or the Secured Indebtedness as are set forth in this Mortgage and the other Financing Documents. Without limiting the foregoing, to the extent that this Mortgage or applicable law authorizes or empowers Mortgagee to exercise any remedies hereunder or under the other Financing Documents, or perform any acts in connection therewith, Mortgagee shall have the power to exercise any or all such remedies, and to perform any acts provided for in this Mortgage in connection therewith in accordance with applicable law.

Absence of Obligations of Mortgagee with Respect to the Collateral.

Notwithstanding anything in this Mortgage to the contrary, (a) to the extent permitted by Legal Requirements, the Collateral is composed of Mortgagor's rights, title and interests therein, but not Mortgagor's obligations, duties or liabilities pertaining thereto, (b) as to Mortgagor, Mortgagee neither assumes nor shall have any obligations, duties or liabilities in connection with any portion of the items described in the definition of "**Collateral**" herein, prior to obtaining title to such Collateral, whether by foreclosure sale, the granting of a deed in lieu of foreclosure or otherwise, and (c) as to Mortgagor, Mortgagee may, at any time prior to the acquisition of title to any portion of the Collateral as above described, advise any party in writing as to the extent of Mortgagee's interest therein and/or expressly disaffirm in writing any rights, interests, obligations, duties and/or liabilities with respect to such Collateral or matters related thereto. Without limiting the generality of the foregoing, it is understood and agreed that, as to Mortgagor, Mortgagee shall have no obligations, duties or liabilities prior to acquisition of title to any portion of the Collateral, as lessee under any lease, Permitted User (as hereinafter defined)

under any Use Agreement, or purchaser or seller under any contract or option, unless Mortgagee elects otherwise by written notification.

Article III.
ASSIGNMENT OF RENTS

Section 3.01 Assignment.

(a) In consideration of the Secured Indebtedness and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby absolutely and unconditionally collaterally assign, transfer, grant and set over to Mortgagee security interest in all of the Rents that are now and/or at any time hereafter become due and payable to Mortgagor under the terms of any written or oral agreements made between Mortgagor and any other party (herein, “**Permitted User**”) to use all or any part of the Mortgaged Property (any such agreement, a “**Use Agreement**”) or arising or issuing from or out of Mortgagor’s interest in any Use Agreement or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, security deposits (whether cash, one or more letters of credit, bonds or other forms of security), advance rents, reimbursements, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property and other Collateral, and all of Mortgagor’s rights to recover monetary amounts from any Permitted User in bankruptcy, including rights of recovery for use and occupancy and damage claims arising out of Mortgagor’s defaults under any Use Agreement, including, without limitation, rejections, under any applicable bankruptcy law, including specifically the immediate and continuing right to collect and receive each and all of the foregoing and any and all guaranties of payment of the Rents. This assignment is intended to be specific, perfected and choate upon the recording of this Mortgage. Such assignment to Mortgagee shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Use Agreement or otherwise impose any obligation upon Mortgagee.

(b) Except upon the occurrence and during the continuation of an Event of Default, Mortgagor is granted a license to collect and retain all Rents; provided, however, Mortgagee may terminate such license immediately upon the occurrence and during the continuation of an Event of Default.

(c) Upon receipt from Mortgagee of a notice of an Event of Default and during the continuation of such Event of Default, each Permitted User under any Use Agreement is hereby authorized and directed to pay directly to Mortgagee all Rents thereafter accruing, and the receipt of Rents by Mortgagee shall be a release of such Permitted User to the extent of all amounts so paid. The receipt by a Permitted User under any Use Agreement of a notice of an Event of Default shall be sufficient authorization for such Permitted User to make all future payments of Rents directly to Mortgagee, and each such Permitted User shall be entitled to rely on such notice of an Event of Default without any obligation to inquire as to the accuracy of such notice, and shall have no liability to Mortgagor for any Rents paid to Mortgagee after receipt of such notice of an Event of Default. Rents so received by Mortgagee for any period prior to foreclosure under this Mortgage or acceptance of a deed in lieu of such foreclosure shall be applied by Mortgagee to the payment (in such order as Mortgagee shall determine, but consistent with the Financing Agreement) of:

(a) the portion of the Secured Indebtedness attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver; (b) all other Secured Indebtedness in any order and proportion as Mortgagee in its sole discretion may choose (but consistent with the Financing Agreement); and (c) the remainder, if any, to the Person or Persons entitled to it. In no event will the assignment pursuant to this Section reduce the indebtedness secured hereby except to the extent, if any, that Rents are actually received by Mortgagee and applied upon or after said receipt to such indebtedness in accordance with the preceding sentence. Without impairing its rights hereunder, Mortgagee may, at its option, at any time and from time to time, release to Mortgagor Rents so received by Mortgagee or any part thereof. As between Mortgagor and Mortgagee, and any Person claiming through or under Mortgagor, other than any Permitted User under any Use Agreement who has not received a notice of an Event of Default and during the continuation of such Event of Default pursuant to this Section 3.01, the assignment contained in this Section 3.01 is intended to be absolute, unconditional and presently effective and the provisions of this Section 3.01 for notification of any Permitted User under any Use Agreement upon the occurrence and during the continuation of an Event of Default are intended solely for the benefit of such Permitted User and shall never inure to the benefit of Mortgagor or any Person claiming through or under Mortgagor, other than a Permitted User who has not received such notice. Mortgagor shall not require Mortgagee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section 3.01 against Mortgagor, unless required by Legal Requirements. At any time during which Mortgagor is receiving Rents directly from any Permitted User under any Use Agreement, Mortgagor shall, upon receipt of written direction from Mortgagee after the occurrence and during the continuation of an Event of Default, make demand and/or sue for all Rents due and payable under such Use Agreement, as directed by Mortgagee, as it becomes due and payable, including Rents which are past due and unpaid. In the event any Mortgagor fails to take such action, or at any time during which Mortgagor is not receiving Rents directly from any Permitted User under such Use Agreement, Mortgagee shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Mortgagor, all Rents due and payable under such Use Agreement, as it becomes due and payable, including Rents which are past due and unpaid. Mortgagee shall not be deemed by Mortgagor to have taken possession of the Collateral except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. Except as permitted by the Financing Documents: (A) Mortgagor shall make no assignment or other disposition of any Use Agreement or the Rents, nor shall Mortgagor cancel or amend in any material respect or in any manner adverse to the interests of Mortgagee, any Use Agreement under which Rents are to be paid or waive, excuse, condone, discount, set off, compromise or in any manner release any obligation thereunder; (B) Mortgagor shall duly and punctually observe and perform in all material respects every obligation to be performed by it under any Use Agreement (including maintaining all security deposits in accordance with Legal Requirements) and shall not do or permit to be done anything to materially and adversely impair the security thereof; and (C) Mortgagor shall enforce every material obligation of each other party to a Use Agreement to the extent such enforcement by Mortgagor would be reasonably prudent under the circumstances and provided for in such Use Agreement. The assignment contained in this Section 3.01 shall automatically terminate upon the release of this Mortgage, but no Permitted User under any Use Agreement shall be required to take notice of such termination until a copy of the release of this Mortgage shall have been delivered to such Permitted User.

(d) Upon the occurrence and during the continuation of an Event of Default, Mortgagor may, at Mortgagee's written direction, be the agent for Mortgagee in collection of the Rents and all of the Rents so collected by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Mortgagee. In such event, Mortgagor shall, within ten (10) Business Days after receipt of any such Rents, pay the same to Mortgagee to be applied by Mortgagee provided herein. Neither demand for nor collection of Rents by Mortgagee shall constitute any assumption by Mortgagee of any obligations under any Use Agreement or agreement relating thereto.

Section 3.02 Mortgagor Responsibility.

Mortgagee shall not, by reason of the above assignment of Rents or the exercise of its rights or remedies hereunder: (a) be obligated by Mortgagor to perform or discharge, or be liable or responsible to Mortgagor for, any obligation, duty or liability of Mortgagor under any Use Agreement; or (b) be liable to Mortgagor for any failure to let the Mortgaged Property, or any part thereof, or any failure to collect, or any failure to exercise diligence in collecting, Rents under any Use Agreement; or (c) be accountable or liable or responsible to Mortgagor for Rents or security deposits or any other amount under or arising out of any Use Agreement except for that actually received by Mortgagee; or (d) be obligated to Mortgagor to take any action under, or to incur any expense, with respect to the Collateral; or (e) be obligated to Mortgagor to appear in or defend any action or proceeding relating to the Collateral; or (f) be, or be construed by Mortgagor to be, prior to actual entry and taking possession of the Mortgaged Property by Mortgagee or its agents or representatives, a mortgagee in possession of the Mortgaged Property or any part thereof; or (g) be liable to Mortgagor in any way for any injury or damage to person or property sustained by any person in or about the Mortgaged Property other than any such injury or damage caused by Mortgagee's gross negligence or willful misconduct; or (h) be responsible or liable to Mortgagor for the control, care, management or repair of the Collateral or any waste committed on the Mortgaged Property by any Permitted User, tenants or any other parties or for any dangerous or defective condition of the Collateral, or for any negligence other than gross negligence or willful misconduct in the management, upkeep, repair or control of the Collateral resulting in loss, injury or death to Mortgagor or any Permitted Users, tenant, licensee, employee or other third party.

Article IV.

REMEDIES IN EVENT OF DEFAULT

Section 4.01 Defaults.

The term "**Event of Default**" as used in this Mortgage shall have the same meaning provided in the Financing Agreement and shall be subject to any notice and cure periods set forth therein.

Section 4.02 Remedies.

Upon the occurrence and during the continuance of an Event of Default by Mortgagor:

(a) Subject to compliance with Article VII hereof and all Legal Requirements, Mortgagee may exercise the rights set forth in this Article IV. In connection with any foreclosure, Mortgagee may (A) procure such title reports, surveys, tax histories and appraisals as they deem reasonably necessary, and (B) make such commercially reasonable repairs to the Mortgaged

Property as they deem reasonably necessary, all of which shall constitute Expenses (hereinafter defined). In the case of any sale under this Mortgage, by virtue of judicial proceedings or (to the extent permitted by law) otherwise, the Real Property Interest may be sold as an entirety or in parcels, by one sale or by several sales, and any other fixtures or collateral encumbered by this Mortgage may be sold at the same sale as the Real Property Interest or in one or more sales, as may be deemed by Mortgagee to be appropriate and without regard to any right of Mortgagor or any other person to the marshalling of assets, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms having first given such notice prior to the sale of such time, place and terms by publication in at least one newspaper published or having general circulation in the city or county in which the Real Property is located or at such time or times as may be required by and to the extent permitted by the laws of the Commonwealth of Pennsylvania or rule of court of the Commonwealth of Pennsylvania, and such other times and by such other methods, if any, as Mortgagee, in its sole discretion, shall deem advantageous and proper. As used herein, “**Expenses**” means all reasonable out-of-pocket costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by Mortgagee in exercising or enforcing any rights, powers and remedies provided in this Mortgage or any of the other Financing Documents, including, without limitation, reasonable attorneys’ fees, court costs, receiver’s fees, management fees and reasonable out-of-pocket costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Mortgaged Property.

(b) Mortgagee shall have the option of declaring all Secured Indebtedness in its entirety to be immediately due and payable without being required to deliver notices of intention to accelerate or notices of acceleration to Mortgagor, each of which is hereby expressly waived, whereupon the liens and security interests evidenced hereby shall be subject to foreclosure or power of sale in any manner provided for herein or provided for by law as Mortgagee may elect.

(c) PA Collateral Agent may exercise any or all of the remedies in accordance with the Financing Agreement.

(d) Mortgagee, without written notice to Mortgagor except to the extent required by the Financing Agreement or Legal Requirements, may, but shall have no obligation, duty or liability to, pursue any remedies provided in this Mortgage or in the Financing Agreement, including:

(i) Either in person or by agent with or without bringing any action or proceedings, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name or in the name of the Trustee, and do or cause to be done any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the Rents thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable and documented attorneys’ fees, in the manner set forth in the Financing Documents. The entering upon and taking possession of the Mortgaged Property, the collection of such Rents and the application thereof as aforesaid, shall not, by itself, cure

or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of Rents, Beneficiary shall be entitled to exercise every right provided for herein or in any other Financing Document or by law upon the occurrence and during the continuance of any Event of Default including the right to exercise the power of sale set forth herein;

(ii) Commence and maintain one (1) or more actions at law or in equity or by any other appropriate remedy (i) to protect and enforce Mortgagee's rights, whether for the specific performance of any covenant or agreement herein contained (which covenants and agreements each of Mortgagor agrees shall be specifically enforceable by injunctive or other appropriate equitable remedy); (ii) to collect any sum then due hereunder; (iii) to aid the execution of any power herein granted; (iv) to foreclose this Mortgage; or (v) to sell the Mortgaged Property, without regard to whether or not any sum secured by this Mortgage is then due and payable and without prejudice to the right of any subsequent beneficiary thereafter to pursue and enforce any other appropriate remedy against Mortgagor, whether such remedy is provided for hereunder or by any applicable law for any Event of Default which may have occurred and continued at the time at which any such earlier action was commenced;

(iii) Exercise any or all of the remedies available to a secured party under the UCC,

Section 4.03 Possession.

Upon the occurrence and during the continuation of an Event of Default, Mortgagee is authorized, subject to compliance with all Legal Requirements, prior or subsequent to the institution of any power of sale or foreclosure proceedings to enter upon the Mortgaged Property, or any part thereof, and to take possession of the Collateral and of all books, records and accounts relating thereto and to exercise without interference from Mortgagor any and all rights which Mortgagor has with respect to the management, possession, operation, protection or preservation of the Collateral, including the right to rent the same for the account of Mortgagor and to deduct from such rents all reasonable costs, expenses and liabilities of every character incurred by Mortgagee in collecting such rents and in managing, operating, maintaining, protecting or preserving the Collateral and to apply the remainder of such rents on the indebtedness secured hereby in such manner as Mortgagee may elect, consistent with the Financing Agreement. All such costs, expenses and liabilities incurred by Mortgagee in collecting such rents and in managing, operating, maintaining, protecting or preserving the Collateral, if not paid out of rents as hereinabove provided, shall constitute a portion of the Secured Indebtedness and shall bear interest from the date of expenditure until paid at the Default Rate. If necessary to obtain the possession provided for above, Mortgagee may invoke any and all legal remedies to dispossess Mortgagor, including specifically one or more actions in ejectment, for forcible entry and detainer, to quiet title, trespass to try title, and restitution, in each case, to the maximum extent permitted under Legal Requirements. IN CONNECTION WITH ANY ACTION TAKEN BY MORTGAGEE PURSUANT TO THIS SECTION, MORTGAGEE SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY FAILURE TO LET THE

MORTGAGED PROPERTY, OR ANY PART THEREOF, OR FROM ANY OTHER ACT OR OMISSION OF MORTGAGEE IN MANAGING THE MORTGAGED PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSS CAUSED BY THE NEGLIGENCE OF MORTGAGEE) UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR BAD FAITH OF MORTGAGEE OR ANY OF ITS DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS OR OTHER PERSONS OR ENTITIES OWNED OR CONTROLLED BY, OR OWNING OR CONTROLLING, OR UNDER COMMON CONTROL WITH, MORTGAGEE, NOR SHALL MORTGAGEE BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER ANY USE AGREEMENT OR ANY REAL PROPERTY AGREEMENT COVERING THE MORTGAGED PROPERTY OR ANY PART THEREOF OR UNDER OR BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY MORTGAGEE FOR, AND DEFEND AND HOLD MORTGAGEE HARMLESS FROM, ANY AND ALL LIABILITY, LOSS, OR DAMAGE THAT MORTGAGEE MAY INCUR UNDER ANY SUCH USE AGREEMENT OR REAL PROPERTY AGREEMENT, OR UNDER OR BY REASON OF THIS MORTGAGE, OR FROM THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER AND FROM ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST MORTGAGEE BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN SUCH USE AGREEMENT OR ANY SUCH REAL PROPERTY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH LIABILITY, LOSS, DAMAGE OR CLAIMS RESULTING FROM THE NEGLIGENCE OF MORTGAGEE OR ANY STRICT LIABILITY. If Mortgagee incurs any such liability, the actual amount thereof, including costs, expenses and reasonable and documented attorney's fees, shall be part of the indebtedness secured hereby. Nothing in this Section shall impose any duty, obligation or responsibility upon Mortgagee for the control, care, management or repair of the Collateral, or for the carrying out of any of the terms and conditions of any Use Agreement or any such Real Property Agreement, and nothing in this Section shall operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by any Permitted User or by any other parties or for any dangerous or defective condition of the Collateral, OR FOR ANY NEGLIGENCE (OTHER THAN GROSS NEGLIGENCE) IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE MORTGAGED PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY PERMITTED USER, TENANT, LICENSEE, EMPLOYEE OR OTHER THIRD PARTY OR ANY STRICT LIABILITY UNLESS SUCH LOSS, INJURY OR DEATH IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR UNLAWFUL ACT OF MORTGAGEE OR ANY OF MORTGAGEE'S DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS OR OTHER PERSONS OR ENTITIES OWNED OR CONTROLLED BY, OR OWNING OR CONTROLLING, OR UNDER COMMON CONTROL WITH, MORTGAGEE. Mortgagor hereby assents to, ratifies and confirms any and all lawful actions of Mortgagee with respect to the Collateral taken under this Section and in compliance with the terms of the Financing Documents or the Project Documents for the Project, but not otherwise acting with gross negligence or willful misconduct or in unlawful act as determined by a final non-appealable judgment of a court of competent jurisdiction. For purposes of this Section, the term "**Mortgagee**" shall include the directors, officers, employees,

attorneys and agents of Mortgagee and any Persons owned or controlled by, owning or controlling, or under common control or affiliated with Mortgagee.

Section 4.04 Reserved.

Section 4.05 Judicial Foreclosure.

Upon the occurrence and during the continuation of an Event of Default, Mortgagee, at its sole election, shall have the right to foreclose the lien hereof for such indebtedness or part thereof and pursue all remedies afforded to a mortgagee under and pursuant to the laws and procedures of the Commonwealth of Pennsylvania or in any other manner permitted by the laws of the Commonwealth of Pennsylvania, and any foreclosure suit may be brought by Mortgagee, in accordance with the Financing Agreement and Pennsylvania law. In the event a non-judicial foreclosure hereunder (to the extent permitted under Pennsylvania law) shall be commenced by Mortgagee, or its substitute or successor, Mortgagee may at any time before the sale of the Mortgaged Property, direct the said Mortgagee to abandon the sale, and may then institute suit for the collection of the Notes and the other Secured Indebtedness, and for the foreclosure of this Mortgage. It is agreed that if Mortgagee institutes a suit for the collection of Notes or any other Secured Indebtedness and for the foreclosure of this Mortgage, Mortgagee may at any time before the entry of a final judgment in said suit dismiss the same, and require Mortgagee or its substitute or successor to sell the Mortgaged Property in accordance with the provisions of this Mortgage.

Section 4.06 Receiver.

Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall appoint a receiver of the Mortgage Property whenever Mortgagee so requests or when such appointment is otherwise authorized by operation of law, without requirement of a bond. Such receiver shall have all powers and duties permitted under Pennsylvania law, including the power to make leases to be binding upon all parties; including the Mortgagor after redemption, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the Mortgaged Property after entry of a judgment of foreclosure, all as provided by the laws of the Commonwealth of Pennsylvania. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence and during the continuation of an Event of Default, Mortgagee shall as a matter of right be entitled, in accordance with the rights and remedies available under the Financing Agreement, without the giving of notice to any other party other than any notice required by the Financing Documents and applicable law and without regard to the adequacy of the value of the Collateral, to the full extent provided by law, to the appointment of a receiver or receivers by a court having jurisdiction, which receiver shall take charge and possession of and protect, preserve and repair all or any part of the Collateral, and manage and operate the same, and receive and collect all rents, income, receipts, revenues, issues and profits therefrom, whether such receivership be incident to a proposed sale of such property or otherwise, and without regard to the solvency of any Person or Persons liable for the payment of the indebtedness secured hereby, and Mortgagor does hereby irrevocably consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by Mortgagee, if made in accordance with the terms of the Financing Agreement and Legal Requirements, and applicable law, and upon such appointment, Mortgagor shall promptly deliver possession of such Collateral to the receiver at the

Real Property. Mortgagor also irrevocably consents to the entry of an order authorizing such receiver to invest upon interest any funds held or received by the receiver in connection with such receivership, but nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now have under the law to have a receiver appointed; provided, however, that the appointment of such receiver by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Mortgagee to receive payment of the rents and income pursuant to Section 3.01. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation owing by Mortgagor to Mortgagee, payable within thirty (30) days of Mortgagee's written demand therefor, shall be a part of the Secured Indebtedness and shall be secured by this Mortgage and by any other instrument securing the Secured Indebtedness.

Section 4.07 Proceeds of Sale.

Except as otherwise required by applicable law, the proceeds of such sale or sales under this Mortgage, whether pursuant to the exercise of the power of sale granted herein, under the assent to a decree, the power of sale to the extent permitted by Legal Requirements, or by equitable foreclosure, shall be held by Mortgagee and applied as follows: **FIRST** (A) all Expenses incurred in connection with such sale or in preparing the Mortgaged Property for such sale and of obtaining possession including, among other things, counsel fees reasonably incurred shall be allowed and paid out of the proceeds of such sale or sales, (B) the Mortgagee's reasonable costs, expenses and attorneys' fees and (C) all taxes, levies, assessments or other charges relating to the Mortgaged Property which have or in the opinion of Mortgagee may have, priority over the lien of this Mortgage, including the pro rata portion thereof applicable to the taxable period during which any payment is made pursuant to this subsection; **SECOND**, to pay all of the Secured Indebtedness and all interest then due and accrued thereon, which shall include interest through the date of sale; **THIRD**, to pay the amount of any liens of record inferior to this Mortgage, together with lawful interest, and lawful claims of third parties against the proceeds of any sale; and **LASTLY**, to pay the surplus, if any, to Mortgagor or any person entitled thereto unless otherwise required by law or directed by a court of competent jurisdiction. In the event that the proceeds of any such sale or sales, together with all other monies at the time held by Mortgagee under this Mortgage, are insufficient to pay the foregoing costs and expenses, Mortgagee may, at its sole option, advance such sums as Mortgagee in its sole and absolute discretion shall determine for the purpose of paying all or any part of such costs and expenses, and all such sums so advanced shall be (A) a lien against the Mortgaged Property, (B) added to the amount due under the Financing Agreement and secured by this Mortgage, and (C) payable within five (5) days after demand with interest at the rate of interest applicable to the principal balance of the Loans, from and including the date each such advance is made.

Section 4.08 Mortgagee as Purchaser.

Mortgagee and any affiliate thereof may be a purchaser of the Mortgaged Property or of any part thereof or of any interest therein at any public sale thereof, whether pursuant to foreclosure or power of sale or otherwise hereunder, without thereby forfeiting its right to collect any deficiency from any of the Mortgagors (subject, however, to the provisions of the Financing Agreement); and Mortgagee may apply upon the purchase price the Secured Indebtedness hereby owing to Mortgagee. Mortgagee, upon any such purchase, shall acquire good title to the properties

so purchased, free of the lien of this Mortgage and free of all rights of redemption in Mortgagor and free of all liens and encumbrances subordinate to this Mortgage.

Section 4.09 Uniform Commercial Code.

Upon the occurrence and during the continuation of an Event of Default, Mortgagee may exercise its rights of enforcement with respect to the UCC Collateral under applicable law, including, without limitation, to the extent applicable, the Uniform Commercial Code adopted under such law. Mortgagor agrees that notice of sale of the UCC Collateral pursuant to Section 9611 of the UCC is and shall constitute commercially reasonable notice of the sale of the UCC Collateral. If Mortgagee proceeds to dispose of any of the UCC Collateral in accordance with the provisions of the applicable Uniform Commercial Code, then ten (10) Business Days' notice by Mortgagee to Mortgagor shall be deemed to be commercially reasonable notice under any provision of the applicable Uniform Commercial Code requiring notice (unless a longer notice period shall be required by Legal Requirements). Mortgagor, however, agrees that all property of every nature and description, whether real or personal, covered by this Mortgage together with all personal property used on or in connection with the Mortgaged Property or any business conducted thereon by Mortgagor and covered by separate security agreements, is encumbered as one unit, that this Mortgage and such security interests, at Mortgagee's option, may be foreclosed or sold in the same proceeding (including, without limitation, by a sale pursuant to the power of sale granted herein), and that all property encumbered (both realty and personalty) at Mortgagee's option, may be sold as such in one unit as a going business, subject to the provisions of Section 9502 of the UCC (and any successor statute) and other Legal Requirements. Notwithstanding anything herein to the contrary, the UCC Collateral may be sold in one or more public sales pursuant to either Sections 9604(a) or 9610 of the UCC. Provided, however, unless Mortgagee notifies Mortgagor to the contrary, Mortgagor agrees that Mortgagee shall proceed under Section 9604(a) of the UCC (relating to a security agreement covering both real and personal property), and title to all of the Mortgaged Property (including the UCC Collateral) may be conveyed to the purchaser at such public sale. Mortgagee shall not be required to exhibit, present, or display any of the UCC Collateral to be sold at any sale.

Section 4.10 Protective Advances.

Without limiting any other provisions of this Mortgage, if Mortgagor has failed to keep or perform any covenant whatsoever for which it is obligated under this Mortgage or under the Financing Agreement or any other Financing Document (which failure remains uncured following the expiration of any applicable notice and cure period), while an Event of Default is continuing, Mortgagee may, but shall not be obligated to any Person to do so, perform or attempt to perform said covenant, including, but not limited to, making advances to protect the physical condition or value of the Mortgaged Property. Any advance or payment made or expense actually incurred by Mortgagee in the performance or attempted performance of any such covenant shall be and become part of the Secured Indebtedness hereunder, and shall be secured by the lien of this Mortgage as if such amounts were originally included within this Mortgage. Mortgagor promises and agrees, within thirty (30) days after written demand by Mortgagee therefor, to pay to Mortgagee the actual amount of all sums so advanced or paid by Mortgagee with interest from the date when paid or incurred by Mortgagee or the Secured Parties at the rate which is the lesser of the maximum non-usurious rate permitted by Legal Requirements and the Default Rate. No such payment by

Mortgagee shall constitute a waiver of any Event of Default. Mortgagor and Mortgagee acknowledge and agree that making of any such protective advances to pay costs to operate or otherwise to protect the Mortgaged Property are contemplated by the parties in the event Mortgagor fails to pay such costs or perform such covenants.

Section 4.11 No Waiver; Cumulative Remedies.

No failure by Mortgagee or any Secured Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under other Financing Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Financing Document are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 4.12 Resort to Any Security.

Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and unreviewable discretion (consistent with the Financing Documents), and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 4.13 Waiver.

TO THE FULL EXTENT MORTGAGOR MAY LAWFULLY DO SO, MORTGAGOR AGREES THAT MORTGAGOR WILL NOT AT ANY TIME INSIST UPON, PLEAD, CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF ANY LAW NOW OR HEREAFTER IN FORCE PERTAINING TO THE RIGHTS AND REMEDIES OF SURETIES OR REDEMPTION, AND MORTGAGOR, FOR MORTGAGOR AND MORTGAGOR'S SUCCESSORS AND ASSIGNS, AND FOR ANY AND ALL PERSONS EVER CLAIMING ANY INTEREST IN THE COLLATERAL, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES AND RELEASES ALL RIGHTS OF REDEMPTION, VALUATION, APPRAISEMENT, STAY OF EXECUTION, STATUTE OF LIMITATION, EXTENSION OR MORATORIUM, NOTICE OF INTENTION TO MATURE OR DECLARE DUE THE WHOLE OF THE SECURED INDEBTEDNESS AND ALL RIGHTS TO A MARSHALLING OF THE ASSETS OF MORTGAGOR, INCLUDING THE COLLATERAL, OR TO A SALE IN INVERSE ORDER OF ALIENATION IN THE EVENT OF FORECLOSURE OF THE LIENS AND SECURITY INTERESTS HEREBY CREATED. MORTGAGOR SHALL NOT HAVE OR ASSERT ANY RIGHT UNDER ANY STATUTE OR RULE OF LAW PERTAINING TO THE MARSHALLING OF ASSETS, SALE IN INVERSE ORDER OF ALIENATION, THE EXEMPTION OF HOMESTEAD, THE ADMINISTRATION OF ESTATES OF DECEDENTS OR OTHER MATTERS WHATEVER TO DEFEAT, REDUCE OR AFFECT THE RIGHT OF MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE TO ANY SALE OF THE COLLATERAL FOR THE COLLECTION OF THE SECURED INDEBTEDNESS WITHOUT ANY PRIOR OR DIFFERENT RESORT FOR COLLECTION, OR THE RIGHT OF

MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE TO THE PAYMENT OF THE SECURED INDEBTEDNESS OUT OF THE PROCEEDS OF ANY SALE OF THE COLLATERAL IN PREFERENCE TO EVERY OTHER CLAIMANT WHATEVER. IF ANY LAW REFERRED TO IN THIS SECTION 4.13 AND NOW IN FORCE, OF WHICH MORTGAGOR OR MORTGAGOR'S SUCCESSORS AND ASSIGNS AND SUCH OTHER PERSONS CLAIMING ANY INTEREST IN THE COLLATERAL MIGHT TAKE ADVANTAGE DESPITE THIS SECTION 4.13, SHALL HEREAFTER BE REPEALED OR CEASE TO BE IN FORCE, SUCH LAW SHALL NOT THEREAFTER BE DEEMED TO PRECLUDE THE APPLICATION OF THIS SECTION 4.13.

Section 4.14 Delivery of Possession After Foreclosure.

If, in the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's successors or assigns or any other Persons claiming any interest in the Mortgaged Property by, through or under Mortgagor, are occupying or using the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale. Unless such occupancy or use began prior to the recordation of this Mortgage, and subject to the terms of any applicable non-disturbance and/or attornment agreement between Mortgagee and any tenant(s) of the Mortgaged Property, any such tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of said portion of the Mortgaged Property upon demand, the purchaser shall be entitled to exercise applicable remedies at law or in equity.

Article V.
MISCELLANEOUS

Section 5.01 Defeasance.

Upon the occurrence of the Discharge Date, all rights under this Mortgage shall automatically terminate and the Collateral shall automatically become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall upon the written demand of Mortgagor be released of record by Mortgagee in due form, in the office of the county clerk of the county in which this Mortgage was recorded, and at Mortgagor's cost. As used herein, the term "**Discharge Date**" means the occurrence of the repayment, satisfaction or discharge of all obligations under the Financing Agreement.

Section 5.02 Actions by Mortgagee.

The lien, security interest and other security rights of Mortgagee hereunder shall not be impaired by any indulgence, moratorium or release granted by Mortgagee, including, but not limited to, (a) any renewal, extension, increase or modification which Mortgagee may grant with respect to any Secured Indebtedness, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee may grant in respect of the Collateral, or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of any Secured Indebtedness. The taking of additional security by Mortgagee shall not release or impair the lien, security interest or other security rights of Mortgagee hereunder or affect

the liability of Mortgagor or of any endorser or guarantor or other surety or improve the right of any permitted junior lienholder in the Collateral.

Section 5.03 Fixture Filing.

To the extent that Mortgagor is not a “transmitting utility” (as defined in the UCC), this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its recording with respect to all fixtures (as defined in the UCC) included within the Collateral, and is to be filed for record in the real estate records in the county where the Collateral (including said fixtures) is situated. This Mortgage covers goods that are or are to become fixtures related to the Real Property. Mortgagor is a debtor, its name is the name of an organization, and its name and mailing address are set forth in the introductory paragraph or preamble of this Mortgage immediately preceding the recitals to this Mortgage. Mortgagee is the secured party, and its name and mailing address are set forth in the introductory paragraph or preamble of this Mortgage immediately preceding the recitals to this Mortgage.

Section 5.04 Filing and Recordation.

Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges relating thereto.

Section 5.05 Dealing with Successor.

In the event the ownership of the Collateral or any part thereof becomes vested in a Person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor’s liability hereunder or for the payment of the indebtedness secured hereby. No sale of the Collateral, no forbearance on the part of Mortgagee, and no extension of the time for the payment of the indebtedness secured hereby given by Mortgagee shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the indebtedness secured hereby or the liability of any other person hereunder or for the payment of the indebtedness secured hereby, except as agreed to in writing by Mortgagee or otherwise in accordance with the Financing Agreement.

Section 5.06 Application of Indebtedness.

If any part of the Secured Indebtedness cannot be lawfully secured by this Mortgage, or if any part of the Collateral cannot be lawfully subject to the lien and security interest hereof to the full extent of the Secured Indebtedness, or if the lien and security interest of this Mortgage are invalid or unenforceable as to any part of the Secured Indebtedness or as to any part of the Collateral, then Mortgagor shall not object to all payments made on the Secured Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, to the extent

permitted by law, being applied on the Secured Indebtedness first in discharge of that portion thereof which is unsecured in whole or in part by this Mortgage.

Section 5.07 Notice.

Any notice, request, demand or other communication required or permitted hereunder shall be given in the manner set forth in the Financing Agreement, and any such notice, request, demand or other communication shall be given to Mortgagor at its mailing address set forth in this Mortgage or to such other address as Mortgagor shall specify to Mortgagee in writing from time to time. Notwithstanding the immediately preceding sentence, all notices of foreclosure, sale, default and the like required hereunder shall be given in accordance with Legal Requirements.

Section 5.08 Successors and Assigns.

The terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, including all successors in interest of Mortgagor in and to all or any part of the Collateral, and shall inure to the benefit of Mortgagee and its successors and assigns, and covenants contained herein which can be deemed or construed as covenants running with the land under Legal Requirements shall constitute covenants running with the land. All references in this Mortgage to Mortgagor or Mortgagee shall be deemed to include all such successors and assigns. Notwithstanding the foregoing, Mortgagee may not assign this Mortgage or its rights hereunder except as permitted by the Financing Agreement and the Financing Documents.

Section 5.09 Severability.

If any provision of this Mortgage, the Financing Agreement or any other Financing Document is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Mortgage, the Financing Agreement and the other Financing Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.10 Gender and Number.

Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires.

Section 5.11 Sections and Headings.

The section headings contained in this Mortgage are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof. Any reference in this Mortgage to a Section or Exhibit is a reference to a Section or Exhibit of this

Mortgage, unless otherwise indicated. The Exhibits shall be deemed incorporated by reference into this Mortgage.

Section 5.12 Negation of Partnership.

Nothing contained the Financing Agreement or the Financing Documents is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way to make Mortgagee a co-principal with Mortgagor with reference to the Collateral, and any inferences to the contrary are hereby expressly negated.

Section 5.13 Entire Agreement.

This Mortgage, the Financing Agreement and the other Financing Documents and any other agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Mortgage, the Financing Documents and the Financing Agreement, the terms, conditions and provisions of the Financing Agreement shall prevail.

Section 5.14 Applicable Law.

THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (WITHOUT GIVING EFFECT TO PENNSYLVANIA'S PRINCIPLES OF CONFLICT OF LAWS) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN SUCH COMMONWEALTH.

Section 5.15 Releases.

Mortgagee reserves the right, at any time, to release portions of the Mortgaged Property, with or without consideration, at Mortgagee's election, and without waiving or affecting any of its rights hereunder or under the Financing Agreement and the other Financing Documents, and any such release shall not affect Mortgagee's rights in connection with the portion of the Mortgaged Property not so released.

Section 5.16 Financing Documents.

In the event of any inconsistency between the provisions hereof and the provisions relating to the same subject matter in other Financing Documents, it is intended that, during the applicability of the other Financing Documents, the other Financing Documents shall be controlling; PROVIDED, HOWEVER, THAT, IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS HEREOF AND THE PROVISIONS OF THE OTHER FINANCING DOCUMENTS RELATING TO THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS AND SECURITY INTERESTS CREATED UNDER THIS MORTGAGE, THIS MORTGAGE SHALL BE CONTROLLING.

Section 5.17 Additional Collateral.

(a) In addition to this Mortgage, the Secured Indebtedness is secured in part by other Collateral Documents, and various terms and provisions affecting the Mortgaged Property are set forth in the Financing Agreement. Reference is hereby made to the Financing Agreement and the Financing Documents for the provisions, among others, relating to the nature and extent of the security provided thereunder, the rights, duties and obligations of Mortgagor and the rights of Mortgagee with respect to such security.

(b) Mortgagee may resort to any other security held by Mortgagee for the payment of the indebtedness secured hereby in such order and manner as Mortgagee may elect (subject to the Financing Agreement).

(c) Notwithstanding anything contained herein to the contrary, Mortgagee shall be under no duty to Mortgagor or others, including, without limitation, the holder of any junior, senior or subordinate mortgage on the Mortgaged Property or any part thereof or on any other security held by Mortgagee, to exercise or exhaust all or any of the rights, powers and remedies available to Mortgagee.

Section 5.18 Nonagricultural Property.

The Mortgaged Property is not used principally for agricultural purposes.

Section 5.19 Assumption Not a Novation.

Mortgagee's acceptance of an assumption of the obligations of this Mortgage, the other Financing Documents, the Financing Agreement and the indebtedness secured hereby, and the release of Mortgagor hereof, shall not constitute a novation.

Section 5.20 Termination.

Notwithstanding anything in this Mortgage to the contrary, upon the occurrence of the Project Discharge Date, this Mortgage and the liens and security interests granted hereby shall automatically terminate, all rights to the Mortgaged Property shall automatically revert to Mortgagor, and Mortgagee shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Mortgaged Property and money received in respect of the Mortgaged Property, to or on the order of Mortgagor. Mortgagee shall also execute and deliver to Mortgagor, at Mortgagor's expense, upon such termination such UCC termination statements, releases, and other documentation as shall be reasonably requested by Mortgagor to effect the termination and release of the liens and security interests created under this Mortgage. The liens and security interests created hereby shall also be released with respect to any portion of the Mortgaged Property that is sold, transferred or otherwise disposed of in compliance with the terms and conditions of the Financing Documents, the Financing Agreement or other documents pursuant to which any other Secured Indebtedness is incurred, as applicable and the preceding sentence shall apply with respect to the portion of the Mortgaged Property released.

Section 5.21 [Reserved].

Section 5.22 Notice Provisions.

As of the date of this Mortgage, the name of the Mortgagee, and the address to which communications may be mailed or delivered to the noteholder is as follows:

Wilmington Trust, National Association, as Collateral Agent
99 Wood Avenue South, 10th Flr.,
Iselin, NJ 08830
Attention: Joseph Denno
Telephone No.: (212) 965-5944
Email: jdenno@wilmingtontrust.com

Article VI.
PROVISIONS CONCERNING REAL PROPERTY AGREEMENTS AND MORTGAGED
PROPERTY

Section 6.01 Generally.

Mortgagor agrees that Mortgagee may (but shall not be obligated to), after the occurrence and during the continuation of an Event of Default, take any action on behalf of Mortgagor to make or cause to be kept, observed or performed any such terms, covenants, provisions or agreements of the Real Property Agreements and to enter upon the Mortgaged Property and take all such action thereof as may be reasonably necessary therefor, to the end that the rights of Mortgagor in and to the leasehold estate, easement estates and license created by the Real Property Agreements shall be kept unimpaired and free from default, and all money so expended by Mortgagee, with interest thereon at the Default Rate from the date of demand by Mortgagee to Mortgagor for payment of such expenditure until such payment is made, shall be paid by Mortgagor to Mortgagee promptly upon written demand by Mortgagee and shall be added to the Secured Indebtedness, and Mortgagee shall have, in addition to any other remedy of Mortgagee, the same rights and remedies in the event of non-payment of any such sum by Mortgagor as in the case of a default by Mortgagor in the payment of any sums due under any Financing Agreement.

Section 6.02 No Release.

(a) No release or forbearance of Mortgagor's obligations under the Real Property Agreements, pursuant to the Real Property Agreements or otherwise, shall release Mortgagor from any of its obligations under this Mortgage, including its obligation with respect to the payment of rent or other amounts as provided for in the Real Property Agreements and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Real Property Agreements, to be kept, performed and complied with by the tenant therein.

(b) Upon the occurrence and during the continuation of an Event of Default, Mortgagor shall not make any election or give any consent or approval (other than the exercise of a renewal right or extension right pursuant to Section 6.03(iii)) for which a right to do so is conferred upon Mortgagor as lessee or as grantee under the Real Property Documents, without Mortgagee's prior written consent (which consent may be given or withheld in Mortgagee's sole discretion). In case of any Event of Default that is continuing, all such rights, together with the right of termination, cancellation, modification, change, supplement, alteration or amendment of any Real Property

Agreement, all of which have been assigned for collateral purpose to Mortgagee, shall vest in and be exercisable solely by Mortgagee (or exercisable by Mortgagor solely at the written discretion of Mortgagee).

Section 6.03 Covenants, Warranties and Representations.

(a) Mortgagor hereby covenants, warrants and represents to Mortgagee with respect to the Real Property Agreements and the Mortgaged Property as follows:

(i) The Mortgaged Property shall be used by Mortgagor only for the development, construction, ownership, maintenance, improvement and operation of the Project and purposes incidental thereto (the “**Permitted Use**”), and for no other use without the prior written consent of Mortgagee. This Mortgage is given for, and the Mortgaged Property shall be used for, a business or commercial purpose and not for residential, household or family purposes.

(ii) Subject to the provisions of the Financing Agreement, Mortgagor shall pay when due and without offset, counterclaim or defense all of the obligations required to be paid by Mortgagor under this Mortgage. Mortgagor shall fully and faithfully observe and comply in all respects with the terms, provisions, conditions, covenants and agreements on the part of Mortgagor to be observed and performed under this Mortgage, the Financing Agreement and the other Financing Documents.

(iii) Mortgagor will promptly after obtaining knowledge thereof notify Mortgagee of any material defaults under any Real Property Agreement and shall deliver to Mortgagee copies of any written notice of material default under any Real Property Agreement, or of any written notice actually received by Mortgagor from the then current counterparty to any Real Property Agreement (as applicable, a “**Real Property Counterparty**”) of its intention to terminate any Real Property Agreement or to re-enter and take possession of the Real Property, promptly upon delivery or receipt of such notice, as the case may be.

(iv) Mortgagor shall promptly furnish to Mortgagee copies of such information and evidence as Mortgagee may reasonably request concerning Mortgagor’s due observance, performance and compliance with the terms, covenants and conditions of the Real Property Agreements.

(v) Upon the occurrence and during the continuation of an Event of Default, Mortgagor, at its sole cost and expense, shall execute and deliver to Mortgagee, within ten (10) Business Days after written request by Beneficiary, such documents, instruments or agreements as may be required to permit Mortgagee to cure any default by Mortgagor under the Real Property Agreements.

(vi) Mortgagor shall cause the Mortgaged Property to be maintained in good operating condition in accordance with the Financing Agreement. Mortgagor shall not initiate, join in, acquiesce in, or consent to any material change in any zoning or other public restriction limiting or defining the uses which may be made of the Mortgaged Property or any part thereof. If, under applicable zoning provisions, the use of all or any material portion of the Mortgaged Property is or shall become a non-conforming use, Mortgagor shall not cause or permit the non-conforming use to be discontinued or the non-conforming Improvement to be abandoned without the express

written consent of Mortgagee, which consent may be granted or withheld by Mortgagee in its sole discretion; provided, however, that notwithstanding the foregoing, Mortgagor shall be entitled to discontinue the non-conforming use if (1) not doing so would subject Mortgagor to civil fines or penalties or criminal liability and (2) Mortgagee fails to grant such consent in a timely manner.

(vii) Mortgagor shall not commit or suffer any material physical waste of the Mortgaged Property or make any change in the use of the Mortgaged Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Mortgaged Property, or take any action that permits the invalidation or cancellation of any applicable insurance policy, or do or permit to be done thereon anything that in any such case and in any material way impairs the Permitted Use of the Mortgaged Property or the value of the Mortgaged Property or the security of this Mortgage.

(viii) Mortgagor shall not agree to subordinate or consent to the subordination of its interests under Real Property Agreements to any mortgage lien, whether now existing or hereafter created, other than Permitted Encumbrances, without the prior written consent of Mortgagee.

(ix) Mortgagor has good and indefeasible fee interests, leasehold interests, easement interests and/or valid permitted interests in the Mortgaged Property subject to Permitted Encumbrances, and has the right to grant this Mortgage and to grant, bargain, sell, convey, set over, warrant, assign and transfer the same, and Mortgagor's interest in the Real Property and Mortgagor's ownership of all Improvements are free and clear of all Liens, encumbrances and charges whatsoever except for Permitted Encumbrances. Mortgagor further represents and warrants that (1) each Real Property Agreement is in full force and effect and has not been modified or amended in any manner whatsoever or, if any Real Property Agreement has been amended or modified, copies thereof have been delivered to Mortgagee, (2) there are no material defaults by Mortgagor under any Real Property Agreement and, to Mortgagor's knowledge, no event has occurred which, but for the passage of time, or the giving of notice, or both, would constitute a material default under any Real Property Agreement, (3) all rents, additional rents and other sums due and payable, as of the date of this Mortgage, under any Real Property Agreement have been paid in full, and (4) neither of Mortgagor nor, to the knowledge of Mortgagor, the landowner under any Real Property Agreement has commenced any action or given or received any notice for the purpose of terminating such Real Property Agreement.

(x) Each Real Property Agreement, or memoranda thereof, has been recorded in the Office of Recorder of Deeds in applicable county where the real property is located, as the case may be, as scheduled on Exhibit C hereto.

(xi) Each ground lessor, landlord or grantor under each Real Property Agreement, as the case may be, has approved this Mortgage pursuant to the terms and conditions of each respective Real Property Agreement.

(xii) The Mortgaged Property is free from damage caused by fire or other casualty that would materially affect the development, construction, ownership, maintenance, improvement and operation of the Project, or that would otherwise materially and adversely affect the value of the Mortgaged Property or the security of this Mortgage.

(xiii) Mortgagor is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and the related Treasury Department regulations.

(xiv) No portion of the Mortgaged Property has been or will be purchased, improved, equipped, fixtured or furnished with proceeds of any criminal or other illegal activity and, to Mortgagor’s knowledge, there are no illegal activities or activities relating to controlled substances at the Mortgaged Property.

(xv) None of the Permitted Encumbrances, individually or in the aggregate, materially interferes with the benefits of the security intended to be provided by this Mortgage, materially and adversely affects the value of the Mortgaged Property, materially impairs the use or the operation of the Mortgaged Property or impairs Mortgagor’s ability to pay its obligations in a timely manner.

(xvi) Mortgagor recognizes and acknowledges that in accepting the Financing Documents and the Financing Agreement, Mortgagee is relying on the truth and accuracy of the warranties and representations set forth in the Financing Documents and the Financing Agreement, including this Mortgage.

(b) In the event of default by Mortgagor in the performance of any of its obligations under the Real Property Agreements, including, but without limiting the generality of the foregoing, any default in the payment of any sums payable thereunder, and the expiration of any applicable cure and grace periods for such default, then, in each and every such case, if and to the extent permitted under the applicable Real Property Agreements, Mortgagee may, at its option, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Mortgagor thereunder in the name of and on behalf of Mortgagor. Subject to the applicable restrictions set forth in the Real Property Agreements, Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right, after providing written notice to Mortgagor, to enter in and upon the Mortgaged Property or any part thereof to such extent and as often as Mortgagee, in its reasonable discretion, deems necessary or desirable in order to cure any such default with respect to the Real Property Agreements. Mortgagor shall, promptly following receipt of written demand, reimburse Mortgagee for all advances made and expenses actually incurred by Mortgagee in curing any such default (including, without limiting the generality of the foregoing, reasonable attorneys’ fees and disbursements), together with interest thereon computed at the Default Rate from the date of such demand for reimbursement until the date the same is paid to Mortgagee.

(c) Mortgagor shall give Mortgagee notice of its intention to exercise each and every option, if any, to extend the term of any of the Real Property Agreements, at least thirty (30) days prior to the expiration of the time to exercise such option under the terms thereof. If Mortgagor intends to extend the term of the Real Property Agreements, it shall deliver to Mortgagee, with the notice of such decision, a copy of the notice of extension delivered to the applicable Real Property Counterparty, together with the terms and conditions of such extension.

(d) Subject to the provisions of the Real Property Agreements, Mortgagor shall use commercially reasonable efforts to obtain and deliver to Mortgagee within twenty (20) days after

written demand by Mortgagee, not more frequently than once each year, an estoppel certificate from each Real Property Counterparty stating that the applicable Real Property Agreement (1) is in full force and effect and has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (2) no disputes or defaults exist and no notice of an alleged dispute or default has been received, (3) no events have occurred that would, with the giving of notice or the passage of time, constitute a default, and (4) that all amounts then due and owing have been paid.

(e) Anything contained herein to the contrary notwithstanding, Mortgagee shall have no liability or obligation under the Real Property Agreements by reason of its acceptance of this Mortgage. Mortgagee shall be liable for the obligations of Mortgagor arising under the Real Property Agreements for only that period of time during which Mortgagee is in possession of the Real Property or after which Mortgagee has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's rights, title and interest therein.

(f) If Mortgagor shall acquire fee title to the property subject to any Real Property Agreement, or any other estate, title or interest in the property subject to the Real Property Agreements, or any portion thereof, then, immediately upon Mortgagor's acquisition thereof, this Mortgage automatically shall spread to cover Mortgagor's interest in such property so acquired on the same terms, covenants and conditions as set forth herein. Simultaneously with such acquisition, Mortgagor, at its sole cost and expense, shall deliver to Mortgagee a title insurance policy issued by a national title company and in a form and in an amount reasonably acceptable to Mortgagee, insuring that this Mortgage, as so spread to cover Mortgagor's interest in such property, is a valid first lien on Mortgagor's interest therein, subject as to priority only to Permitted Encumbrances that, pursuant to Legal Requirements, are entitled to a higher priority than the liens granted by this Mortgage. It is the intention of Mortgagor and Mortgagee that no documents, instruments or agreements shall be necessary to confirm the foregoing spread of this Mortgage to cover Mortgagor's interest in such property, as aforesaid, and that such spread shall occur automatically upon the consummation of Mortgagor's acquisition of such estate, title or interest to such property. Notwithstanding the foregoing, Mortgagor shall make, execute, acknowledge and deliver to Mortgagee, in form reasonably satisfactory to Mortgagee, all such further or other documents, instruments, agreements or assurances as may be required by Mortgagee to confirm the foregoing spread of this Mortgage to cover Mortgagor's interest in such property. Mortgagor shall pay all reasonable out-of-pocket expenses actually incurred by Mortgagee in connection with the preparation, execution, acknowledgment, delivery and/or recording of any such documents, including, without limiting the generality of the foregoing, all filing, registration and recording fees and charges, documentary stamps, mortgage taxes, intangible taxes, and reasonable attorneys' fees, costs and disbursements.

(g) If any action or proceeding shall be instituted to evict Mortgagor or to recover possession of the Real Property or any part thereof or interest therein or any action or proceeding otherwise affecting the Real Property Agreements or this Mortgage shall be instituted, then Mortgagor will, promptly upon service thereof on or to Mortgagor, deliver to Mortgagee a true and complete copy of each petition, summons, complaint, notice of motion and order to show cause and of all other provisions, pleadings, and papers, however designated, served in any such action or proceeding.

(h) If any Real Property Agreement contains provisions which require mandatory arbitration for the resolution of any disputes arising thereunder and Mortgagor has any rights to agree to or approve such arbitration, Mortgagor will not agree to arbitrate any disputes arising under the applicable Real Property Agreement without the prior written consent of Mortgagee, which consent can be withheld at the sole discretion of Mortgagee. Notwithstanding the foregoing, in the event that Mortgagee consents to such an arbitration, Mortgagor will give Mortgagee prompt written notice of the commencement of such arbitration and, so long as no Event of Default shall have occurred and be continuing, (1) Mortgagee shall have the right to intervene and participate in such arbitration, (2) Mortgagor shall confer with Mortgagee to the extent Mortgagee reasonably deems necessary for the protection of Mortgagee, upon the written request of Mortgagee, and (3) Mortgagor shall select an arbitrator who is approved in writing by Mortgagee (which approval shall not be unreasonably withheld, conditioned or delayed); provided, however, that if, at the time any such arbitration shall be commenced or shall be in progress, an Event of Default shall have occurred and be continuing, Mortgagor hereby irrevocably appoints and constitutes Mortgagee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, in its name, place and stead, to exercise, at the expense of Mortgagor, all right, title and interest of Mortgagor in connection with such arbitration, including the right to appoint arbitrators and to conduct arbitration proceedings on behalf of Mortgagor. Nothing contained herein shall obligate Mortgagee to participate in such arbitration.

(i) Mortgagor shall, within ten (10) Business Days after written demand therefor from Mortgagee, deliver to Mortgagee reasonable proof of payment of all amounts that are required to be paid by Mortgagor under any Real Property Agreement, including, without limitation, rent and other charges required to be paid thereunder.

(j) If any Real Property Agreement shall be terminated prior to the natural expiration of its terms, and if, pursuant to any provision of such Real Property Agreement or otherwise, Mortgagee or its designee shall acquire from the applicable Real Property Counterparty a new lease or easement, as applicable, of the Real Property or any portion thereof, Mortgagor shall have no right, title or interest in or to such new lease or easement, the leasehold estate or easement estate created thereby, or renewal privileges therein contained.

(k) The following shall apply to any proceeding (a “**Bankruptcy**”) under the under Title 11, United States Code (the “**Bankruptcy Code**”), or other Bankruptcy Law in which a Real Property Counterparty is the debtor:

(i) Mortgagor shall notify Mortgagee promptly after learning of the commencement of any Bankruptcy in which a Real Property Counterparty is the debtor. Mortgagor promptly shall deliver to Mortgagee copies of any and all written notices, summonses, pleadings, applications and other documents that Mortgagor receives in connection with any such Bankruptcy and any related proceedings.

(ii) If a Real Property Counterparty rejects or disaffirms, or seeks or purports to reject or disaffirm, a Real Property Agreement or any provision thereof pursuant to any Bankruptcy Law, then Mortgagor shall not exercise its right to treat the Real Property Agreement or such provision thereof as terminated under Section 365 of the Bankruptcy Code or any similar Bankruptcy Law, or any comparable right provided under any other Bankruptcy Law. Mortgagor’s

right under such circumstances to elect either to treat the Real Property Agreement or such provision thereof as terminated or to retain its rights under the Real Property Agreement or such provision thereof pursuant to Section 365 of the Bankruptcy Code or any similar Bankruptcy Law, or any comparable right provided under any other Bankruptcy Law, shall be hereinafter referred to as the “**365 Election**”.

(iii) Mortgagor shall exercise the 365 Election in favor of Mortgagor’s remaining in possession under any such Real Property Agreement and retaining Mortgagor’s rights thereunder at least five (5) Business Days prior to the last day on which the 365 Election may be exercised. Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact, coupled with an interest, of Mortgagor, empowered and authorized in the name, place and stead of Mortgagor to exercise the 365 Election in favor of Mortgagor’s remaining in possession under the applicable Real Property Agreement and retaining Mortgagor’s rights thereunder in the event Mortgagor fail to do so within the time period set forth above. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns, until the occurrence of the Project Discharge Date. Mortgagor acknowledges that Mortgagor’s resulting occupancy and other rights, as adjusted by the effect of Section 365 of the Bankruptcy Code, are part of the Mortgaged Property and subject to the lien of this Mortgage. Mortgagor further acknowledges that exercise of the 365 Election in favor of terminating such Real Property Agreement or any provisions thereof would constitute waste prohibited by this Mortgage. Mortgagor acknowledges and agrees that the 365 Election is in the nature of a remedy available to Mortgagor under any Real Property Agreement, and is not an interest that Mortgagor can separate from such Real Property Agreement. Therefore, Mortgagor agrees and acknowledges that exercise of the 365 Election in favor of preserving the right to possession under such Real Property Agreement and Mortgagor’s other rights thereunder shall not be deemed to constitute Mortgagee’s taking or sale of the Mortgaged Property (or any element thereof) and shall not entitle Mortgagor to any credit against the Secured Indebtedness or otherwise impair Mortgagee’s remedies hereunder or under any of the Financing Agreement or the other Financing Documents.

(iv) Mortgagor shall provide Mortgagee with prompt notice of any Real Property Counterparty’s filing for protection under Chapter 11 of the Bankruptcy Code, and prompt notice of any motions or other filings seeking to sell the Real Property under Section 363 of Title 11 of the Bankruptcy Code (“**Section 363**”), in each case, of which Mortgagor has knowledge. Mortgagor acknowledges that Mortgagee may object to any sale of the Mortgaged Property under Section 363 so as to preserve the applicable Real Property Agreement and Mortgagor’s possessory interest in the Real Property. To the extent Mortgagor fails or refuses to so object to any Section 363 sale, Mortgagor hereby appoints Mortgagee as its agent for the limited purposes of filing objections in any Section 363 sale by a Real Property Counterparty on Mortgagor’s behalf.

(v) If a Real Property Counterparty rejects or disaffirms a Real Property Agreement or purports or seeks to reject or disaffirm a Real Property Agreement pursuant to any Bankruptcy Law, then: (1) Mortgagor shall remain in possession of the Real Property and shall perform all acts necessary for Mortgagor to remain in such possession and retain Mortgagor’s other rights thereunder for the unexpired term of such Real Property Agreement, whether the then existing terms and provisions of the Real Property Agreement require such acts or otherwise; and

(2) all terms and provisions of this Mortgage and the lien created hereby shall remain in full force and effect and shall extend automatically to all of Mortgagor's rights and remedies arising at any time under, or pursuant to, Section 365 of the Bankruptcy Code, including all of Mortgagor's rights to remain in possession of the Real Property and retain Mortgagor's other rights thereunder.

(l) If pursuant to Section 365 of the Bankruptcy Code, or any other similar Bankruptcy Law, Mortgagor seeks to offset against rent owing under any Real Property Agreement, the amount of any claim for the payment of damages from a Real Property Counterparty's failure to perform under the Real Property Agreement, or rejection of the Real Property Agreement under any Bankruptcy Law, then Mortgagor shall notify Mortgagee of its intent to do so at least twenty (20) Business Days before effecting such offset. Such notice shall set forth the amounts proposed to be so offset and the basis for such offset. If Mortgagee objects to all or any part of such offset, then Mortgagor shall not affect any offset of the amounts to which Mortgagee objects. If Mortgagee approves such offset, then Mortgagor may affect such offset as set forth in Mortgagor's notice. Neither Mortgagee's failure to object to, nor any objection or other communication between Mortgagor and Mortgagee that relates to, such offset shall constitute Mortgagee's approval of any such offset. Mortgagor shall indemnify Mortgagee against any loss or damage suffered by Mortgagee with respect to any offset against rent owing under the applicable Real Property Agreement.

(m) Mortgagor shall not amend, modify, terminate, or otherwise alter the terms and conditions of the Real Property Agreements without first obtaining the prior written consent of Mortgagee which may be granted or withheld in Mortgagee's discretion.

Article VII.

STATE SPECIFIC PROVISIONS.

Section 7.01 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 7 and the other terms and conditions of this Mortgage, the terms and conditions of this Article 7 shall control and be binding.

Section 7.02 Perfection. Mortgagor authorizes Mortgagee to file one or more financing statements and such other documents as Mortgagees or lenders may require to perfect or to continue the perfection of Mortgagee's security interest in any Mortgaged Property. Mortgagor hereby consents to, and hereby ratifies, the filing of any financing statements relating to the Secured Indebtedness made prior to the date hereof. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as the attorney-in-fact of Mortgagor, to file with the appropriate filing office any such instruments. In addition, Mortgagor hereby authorizes Mortgagee to cause any such financing statement or fixture filing to be filed or recorded without the necessity of obtaining the consent of Mortgagor.

Section 7.03 Pennsylvania Mortgage Foreclosure.

(a) It is the express intention of Mortgagor and Mortgagee that the rights, remedies, powers and authorities conferred upon the Mortgagee pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the laws of the Commonwealth of Pennsylvania and/or as otherwise permitted by applicable

law, as if they were expressly provided for herein. In the event that any provision in this Mortgage shall be inconsistent with any provision of Pennsylvania law, the provisions of the Pennsylvania law shall take precedent over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the laws of the Commonwealth of Pennsylvania.

(b) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to enforce its rights under the Financing Agreement and/or this Mortgage, whether incurred before or after any decree or judgment of foreclosure, and whether provided for in this Mortgage, shall be added to the Secured Indebtedness secured by this Mortgage or by the judgment of foreclosure.

(c) Mortgagee shall be entitled to have a receiver appointed for the Mortgaged Property by any court of competent jurisdiction. Such appointment may be made either before or after sale, without notice, without requirement of the posting of a bond, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Mortgaged Property, and without regard to whether Mortgagor has committed waste or allowed deterioration of the Mortgaged Property. Such receiver shall have the power to perform all of the acts permitted a mortgagee-in-possession and such other powers as may be necessary or desirable for the protection, possession, control, management and operation of the Mortgaged Property.

(d) Mortgagor knowingly and voluntarily waives, on behalf of itself and all persons or entities now or hereafter interested in the Mortgaged Property, to the fullest extent permitted by applicable law, (i) all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, extension, redemption, single action, election of remedies and marshaling statutes, laws or equities now or hereafter existing, (ii) any and all requirements that at any time any action may be taken against any other person or entity and Mortgagor agrees that no defense based on any thereof will be asserted in any action enforcing this Instrument, and (iii) any and all rights to reinstatement and redemption as allowed under the laws of the Commonwealth of Pennsylvania or to cure any defaults, except such rights of reinstatement and cure as may be expressly provided by the terms of this Mortgage and the other Financing Documents.

(e) MORTGAGOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR OTHERWISE UNDER ANY ORDER OR DECREE OF FORECLOSURE, DISCLAIMS ANY STATUS WHICH IT MAY HAVE AS AN OWNER OF REDEMPTION, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF MORTGAGOR AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PROPERTY DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE FULLEST EXTENT PERMITTED BY THE PROVISIONS OF THE PENNSYLVANIA STATUTES.

Section 7.04 Advance Money Mortgage. This Mortgage is an "Open-End Mortgage" as defined in 42 Pa. C.S. § 8143 and secures future advances made pursuant to the Financing Agreement and all advances made by Mortgagee in accordance with the Financing Documents

which shall relate back to the date of this Mortgage. All such advances, and this Mortgage, shall be entitled to the lien priority and all of the benefits provided under 42 Pa. C.S. § 8143, et seq. The maximum principal amount that may be secured by this Mortgage is TWO HUNDRED FIFTY SIX MILLION NINE HUNDRED AND SIX THOUSAND FOUR HUNDRED SEVENTY FOUR DOLLARS AND 92/100 (\$256,906,474.92) plus all advances made pursuant to any provisions of this Mortgage. This Mortgage also secures any future advances made: (i) to enable completion of the Improvements and/or the Mortgaged Property for which the loan secured hereby was originally made; (ii) to pay taxes, assessments, maintenance charges and insurance premiums; (iii) for costs incurred for protection of the Mortgaged Property or the lien of this Mortgage; (iv) for expenses incurred by Mortgagee by reason of a default of Mortgagor hereunder or the Financing Agreement or any of the loan documents ancillary thereto; and (v) for any other costs incurred by Mortgagee to protect and preserve the Mortgaged Property. It is the intention of the parties hereto that any such advance made by the Mortgagee after any such notice by Mortgagor shall be secured by the lien of this Mortgage on the Mortgaged Property. Mortgagor hereby covenants and agrees that it will not exercise, and hereby waives, its rights under 42 Pa. C.S. § 8143(c) to limit the indebtedness secured by this Mortgage.

Section 7.05 Agricultural or Residential Real Estate. The Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate or residential real estate.

Section 7.06 Use of Proceeds. Mortgagor represents and warrants to Mortgagee that the proceeds of the obligations secured hereby shall be used solely for business purpose.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Mortgage on the day, month and year first above written.

MORTGAGOR:

CLERMONT SOLAR, LLC,
a Pennsylvania limited liability company

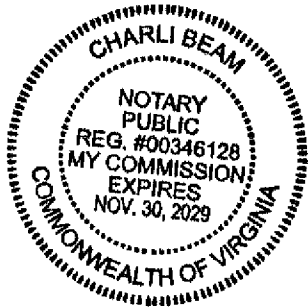
By: [Signature]
Name: Wylie Levine and Shai Even
Title: Authorized Signatories

STATE OF VIRGINIA)
)ss.
COUNTY OF Arlington)


The foregoing instrument was acknowledged before me this 3rd day of October, 2025, by Wylie Levine and Shai Even, the Authorized Signatories of **CLERMONT SOLAR, LLC** a Pennsylvania limited liability company, on behalf of the limited liability company.

(Seal)

[Signature]
(Signature of Notary)
Printed Name: Charli Beam
My Commission Expires: November 30, 2029



I hereby certify that the address of the Collateral Agent is 99 Wood Avenue South, 10th Flr., Iselin, NJ 08830.



On behalf of the Mortgagee

EXHIBIT A

Project Companies

Clermont Solar, LLC – McKean County, Pennsylvania

MC Solar, LLC – Mercer County, Pennsylvania

Potter Solar, LLC – Potter County, Pennsylvania

Prairie Solar, LLC – Isle of Wight County, Virginia

EXHIBIT B**Real Property****Premises A (Fee Simple)**

PARCEL FIRST: BEGINNING at a one-inch (1 in.) iron rod and stones marking the Northeast corner of Warrant 2793; thence South eleven degrees forty-seven minutes West one thousand three hundred eight and seventy-eight onehundredths feet (S. 11' 47' W. 1,308.78 ft.) to a one-inch (1 in.) iron pipe and stones, said pipe being also ninety- eight and thirty-four one-hundredths feet South (98.34 ft. S.) of the New York Light and Gas Company right-of-way; thence North eighty-two degrees West nine thousand four hundred fifty-two and fifty-two onehundredths feet (N. 82° W. 9,452.52 ft.) to a one-inch (1 in.) iron pipe and stones in the West line of Warrant 2793; thence North eight degrees fifteen minutes East (N. 8° 15' E.) along the West line of Warrant 2793 one thousand three hundred thirty-one and eighty-eight one-hundredths feet (1,331.88 ft.) to a two and one-half inch (2.5 in.) iron pipe and stones marking the Northwest corner of Warrant 2793; thence South eighty-two degrees forty minutes East nine thousand two hundred sixty-seven and seventy-two one hundredths feet (S. 82° 40' E. 9,267.72 ft.) to a two and one-half inch (2.5 in.) iron pipe and stones, being a line marker on the North line of Warrant 2793; thence continuing South eighty-two degrees forty minutes East two hundred seventy-five and twenty-two one-hundredths feet (S. 82° 40' E. 275.22 ft.) to a place of beginning.

CONTAINING two hundred eighty-two acres (282 A.) of land, more or less.

TOGETHER with all improvements located thereon.

PARCEL SECOND: BOUNDED on the North and East by lands now or formerly of Henry Baird on the south by lands now or formerly of H.L. Howard; and on the West lands formerly owned by Whitehouse and known as the "Thomas" Lot and now owned by previous grantees.

CONTAINING forty acres (40 A.) more or less, of land, being part of Warrant No. 2797.

PARCEL THIRD: BEGINNING at the Northwest corner of lot now or formerly known as No. 68 at a stake and stones, bearing North eighty-two degrees West sixteen links (N. 82° W. 16 lks.) from a beech tree marked as a corner; running thence North one hundred twenty rods (N. 120 rds.) to a stake, bearing North eighty-three degrees West (N. 83° W.) from a birch marked as a corner; thence East two hundred eighty-eight rods (E. 288 rds.) to a stake, bearing East five links (E. 5 lks.) from a beech barked as a corner; thence South (crossing a highway now or formerly known as the Turnpike Road) one hundred twenty rods (S. 120 rds.) to the Northeast corner of land now or formerly of E.M. Howard; thence West, along the North line of land now or formerly of Howard and now or formerly of J.M. Senger, to the place of beginning.

CONTAINING approximately two hundred four acres (Approx. 204 A.) of land and being apart of Warrant 2797.

Tax Parcel: 29-004-400, 29-009-101

Premises B (Fee Simple)

ALL THAT CERTAIN piece, parcel and tract of land, as follows, situate in Sergeant Township, McKean County, Pennsylvania, being part of Warrant 2793, bounded and described as follows:

BEGINNING at a one-inch (1 in.) iron pipe in the East line of Warrant 2793, said pipe being North eleven degrees fortyseven minutes East thirty-four and ninety-eight one-hundredths feet (N. 11° 47' E. 34.98 ft.) from the center of the roadway leading from Rasselas to Clermont; thence South sixty-four degrees thirty minutes West eighty-nine and seventy-six one-hundredths feet (S. 64° 30' W. 89.76 ft.) to a one-inch (1 in.) iron pipe, said pipe being North seven degrees thirty minutes East thirty-four and ninety-eight one-hundredths feet (N. 7° 30' E. 34.98 ft.) from the center of said roadway; thence North seven degrees thirty minutes East five hundred forty-five and sixteen one-hundredths feet (N. 7° 30' E. 545.16 ft.) to a wooden stake; thence North eighty-two degrees thirty minutes West one thousand five hundred nine and forty-two one-hundredths feet (N. 82° 30' W. 1,509.42 ft.) to a two and one-half inch (2-1/2 in.) iron pipe; thence South seven degrees thirty minutes West four hundred eighty-one and eight-tenths feet (S. 7° 30' W. 481.8 ft.) to a one-inch (1 in.) iron pipe in the center of a small stream; thence North eighty-two degrees ten minutes West seven thousand six hundred twelve and forty-four one-hundredths feet (N. 82° 10' W. 7,612.44 ft.) to a one-inch (1 in.) iron pipe in the West line of Warrant 2793, said pipe being also South eight degrees fifteen minutes West one hundred fifty-five and one-tenth feet (S. 8° 15' W. 155.1 ft.) from the Tennessee Gas Transmission Line right-of-way; thence north eight degrees fifteen minutes East one thousand three hundred thirty-one and twenty-two one-hundredths feet (N. 8° 15' E. 1,331.22 ft.) to a one-inch (1 in.) iron pipe and stones; thence South eighty-two degrees East nine thousand four hundred fifty-two and fiftytwo one-hundredths feet (S. 82° E. 9,452.52 ft.) to a one-inch (1 in.) iron pipe and stones in the East line of Warrant 2793; thence South eleven degrees forty-seven minutes West one thousand three hundred twenty-three and ninety-six onehundredths feet (S. 11° 47' W. 1,323.96 ft.) to the place of beginning.

CONTAINING two hundred sixty-two acres (262 A.) of land, more or less, and being shown as Parcel No. 2 on a map recorded with the hereinafter recited deed.

TOGETHER WITH the full right, liberty and privilege of passageway on an existing dirt roadway leading from the highway leading from Clermont to Rasselas Northwardly to the North line of Warrant 2793, together with a right of ingress, egress and regress in and upon the same.

Tax Parcel: 29-004-400.01

Premises C (Fee Simple)

ALL THOSE CERTAIN pieces, parcels and tracts of land situate, lying and being in the Township of Sergeant, McKean County, Pennsylvania, being part of Warrant No. 2793, and bounded and described as follows:

FIRST: BEGINNING at a one inch (1 in.) iron pipe in the West line of Warrant 2793, said point being North eight degrees fifteen minutes East one thousand three hundred thirty-one and twenty-two one-hundredths feet (N. 8° 15' E. 1,331.22 ft.) from the Southwest corner of Warrant 2793; thence North eight degrees fifteen minutes East one thousand three hundred thirty-one and eighty-eight one-hundredths feet (N. 8° 15' E. 1,331.88 ft.) to a one inch (1 in.) iron pipe; thence South eighty-two degrees ten minutes East seven thousand six hundred twelve and forty-four one-

hundredths feet (S. 82' 10' E. 7,612.44 ft.) to a one inch (1 in.) iron pipe in the center of a small stream; thence South seven degrees thirty minutes West one thousand three hundred eight and seventy-eight one-hundredths feet (S. 7' 30' W. 1,308.78 ft.) to a one inch (1 in.) iron pipe, said pipe being North seven degrees thirty minutes East six hundred eleven and sixteen one-hundredths feet (N. 7' 30' E. 611.16 ft.) from the center of road leading from Rasselas to Clermont; thence North eighty-two degrees twenty minutes West seven thousand six hundred forty-three and forty-six one-hundredths feet (N. 82' 20' W. 7,643.46 ft.) to the place of beginning.

CONTAINING two hundred twenty-seven acres (227 A.) of land, more or less.

SECOND: BEGINNING at a one inch (1 in.) iron pipe in the east line of Warrant 2793, said pipe being south eleven degrees forty-seven minutes west twenty-six and four-tenths feet (S. 11° 47' W. 26.4 ft.) from the center of the road leading from Rasselas to Clermont; thence South sixty-four degrees thirty minutes West four hundred thirty and ninetyeight one-hundredths feet (S. 64° 30' W. 430.98 ft.) to a one inch (1 in.) iron pipe being South seven degrees thirty minutes West twenty-six and four-tenths feet (S. 7° 30' W. 26.4 ft.) from the center of said roadway; thence South seven degrees thirty minutes West nine hundred twenty-nine and ninety-four one-hundredths feet (S. 7° 30' W. 929.94 ft.) to a one inch (1 in.) iron pipe; thence South eighty-two degrees twenty minutes East two hundred fifty-nine and thirty-eight one-hundredths feet (S. 82° 20' E. 259.38 ft.) to a one inch (1 in.) iron pipe in the East line of Warrant 2793; thence North eleven degrees forty-seven minutes East one thousand two hundred fifty-eight and sixty-two one-hundredths feet (N. 11° 47' E. 1,258.62 ft.) to the place of beginning.

CONTAINING eight acres (8 A.) of land, more or less.

Further granting unto the Grantee herein, its heirs and assigns, the full right, liberty and privilege of passageway on an existing dirt roadway leading from the highway from Clermont to Rasselas northwardly to the north line of Warrant 2793, together with a right of ingress, egress and regress in and upon the same.

Tax Parcel: 29-004-400.02

Premises D (Fee Simple)

ALL THOSE CERTAIN pieces, parcels and tracts of land situate, lying and being in the Township of Sergeant, McKean County, Pennsylvania, being part of Warrant No. 2793, and bounded and described as follows:

FIRST: BEGINNING at a wooden stake and stones marking the Southwest corner of Warrant 2793; thence North eight degrees fifteen minutes East one thousand three hundred thirty-one and twenty-two one-hundredths feet (N. 8° 15' E. 1,331.22 ft.) to a one-inch (1 in.) iron pipe; thence South eighty-two degrees twenty minutes East seven thousand six hundred forty-three and forty-six one-hundredths feet (S. 82° 20' E. 7,643.46 ft.) to a one-inch (1 in.) iron pipe; thence South seven degrees thirty minutes West one thousand three hundred eight and seventy-eight one-hundredths feet (S. 7° 30' W. 1,308.78 ft.) to a State Forest corner on the East line of the road leading from Rasselas to Clermont; thence along the South line of Warrant 2793 North eighty-two degrees thirty minutes West eight hundred fifty and eight one-hundredths feet (N. 82° 30' W.

850.08 ft.) to a point; thence continuing North eighty-two degrees thirty minutes West four thousand nine hundred seventy-seven and seventy-two one hundredths feet (N. 82° 30' W. 4,977.72 ft.) to a pipe; thence South seven degrees thirty minutes West sixty feet (S. 7° 30' W. 60 ft.) to a pipe; thence North eighty-two degrees thirty minutes West one thousand seven hundred ninety-nine and eighty-two one-hundredths feet (N. 82° 30' W. 1,799.82 ft.) to the place of beginning.

CONTAINING two hundred twenty-seven acres (227 A.) of land, more or less, and being shown as Parcel No. 5 on a map recorded with the hereinafter recited deed.

SECOND: BEGINNING at a stone corner marking the Southeast corner of Warrant 2793; thence North eighty-two degrees thirty minutes West one hundred ninety-nine and ninety-eight one-hundredths feet (N. 82° 30' W. 199.98 ft.) to a post and stones corner; thence North seven degrees thirty minutes East one thousand three hundred eight and seventy-eight one-hundredths feet (N. 7' 30' E. 1,308.78 ft.) to a one-inch (1 in.) iron pipe; thence South eighty-two degrees twenty minutes East two hundred fifty-nine and thirty-eight one-hundredths feet (S. 82° 20' E. 259.38 ft.) to a one-inch (1 in.) iron pipe in the East line of Warrant 2793; thence South eleven degrees forty-seven minutes West one thousand three hundred eight and seventy-eight one-hundredths feet (S. 11° 47' W. 1,308.78 ft.) to the place of beginning.

CONTAINING nine acres (9 A.) of land, more or less, and being shown as Parcel No. 6 of a map recorded with the hereinafter recited deed.

FURTHER granting and conveying unto the Grantees herein, their heirs and assigns, the full right, liberty and privilege of passageway on an existing dirt roadway leading from the highway leading from Clermont to Rasselas northwardly to the north line of Warrant 2793, together with a right of ingress, egress and regress in and upon the same.

Tax Parcels: 29-004-400.03 and 29-004-400.05

EXHIBIT C

Real Property Agreements

None