

No.	Gen.	Num.	Paged	
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Register of Deeds				

Submitted by: Apex Clean Energy  
\$34.00

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date: 01/11/17  
\$ Ex022 By drk

2017-00074  
STATE OF NEBRASKA } SS  
SALINE COUNTY

Entered in numerical index and filed on  
record, the 11 day of January  
2017 at 03:20 o'clock PM and recorded  
in Book 421 of REC Page 881

  
County Clerk  
Electronically Recorded By: drk

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Cornhusker Harvest Wind, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attention: Eugene Lerman, Esq.

#### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 20<sup>th</sup> day of October, 2016, by and between Floyd D. Herman, a single person ("Landlord") with a tax mailing address of 2322 County Road M, Wilber, NE 68465, and Cornhusker Harvest Wind, LLC, a Delaware limited liability company, ("Tenant") with a tax mailing address of c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902.

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for Wind Energy Purposes, that certain real property (the "Property") located in Saline County, Nebraska, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Property for Wind Energy Purposes.

2. No Interference. The Lease requires Landlord, during the Term of the Lease, not to cause nor permit any restriction or interference with: (a) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Wind Facilities; (b) the flow of wind, wind speed or wind direction over the Property; (c) access over the Property to Wind Facilities; or (d) any other activities of Tenant permitted under the Lease.

3. Term. The term of the Lease shall expire as provided in the Lease.
4. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.
5. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Property or the wind facilities to any person or entity without the consent of Landlord.
6. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Property at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Property and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity.
7. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Property, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion. Landlord acknowledges that Nebraska Revised Statute section 66-912.02 and section 76-3004 prohibit any such severance.
8. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Property for eighteen (18) months following termination to restore the Property and for other activities as set forth in the Lease.
9. Transmission and Access Easement. If a utility requires and/or Tenant requests an easement in perpetuity with respect to one or more of the rights granted to Tenant pursuant to the Transmission and Access Easement, then Landlord shall grant the utility and/or Tenant, as applicable, such perpetual easement which covers the portion of the Property occupied by the utility's and/or Tenant's permanent roads, aboveground and underground electrical and communications lines, collection and/or transmission equipment, as applicable, upon the terms set forth in the Lease.

As used herein, the term "Transmission and Access Easement" means, collectively, Tenant's (i) exclusive right to construct, install, lay down, erect, improve, place, replace, remove, relocate and operate permanent roads, aboveground and underground electrical and communications lines, collection and transmission equipment on the Property, and (ii) right of access more particularly described in Section 4.3 of the Lease.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

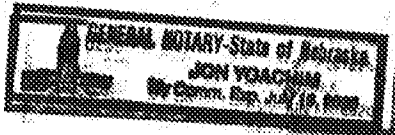
**LANDLORD:**

By: Floyd D. Herman  
Floyd D. Herman

STATE OF Nebraska  
COUNTY OF Saline

SS.

The foregoing instrument was acknowledged before me this 20th day of October, 2016, by Floyd D. Herman.



[Signature]  
Notary Public

Typed or Printed

July 19, 2020  
Commission Expiration Date

(SEAL)

**TENANT:**

CORNHUSKER HARVEST WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its Sole Member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*

Name: Jeanine G. Wolanski

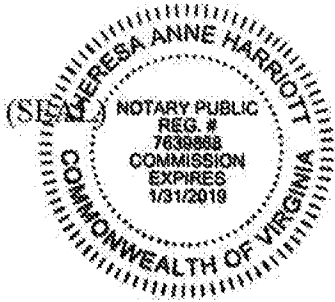
Title: VP of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2016 by Jeanine G. Wolanski as the VP of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Cornhusker Harvest Wind, LLC, a Delaware limited liability company, on behalf of the company.

*Theresa Anne Harriott*  
Notary Public



This instrument prepared by: Eugene Lerman  
Apex Clean Energy, Inc.  
Court Square Building  
310 4<sup>th</sup> Street NE, Suite 200  
Charlottesville, Virginia 22902

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property located in Saline County, Nebraska, more fully described as follows:

The West One-Half of the Southwest Quarter (W<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>) of  
Section Twenty-One (21), Township Six (6) North, Range One  
(1), East of the 6<sup>th</sup> P.M., in Saline County, Nebraska.

**Parcel Number: 760085854 (79.47 acres)**