

Pages 5 Doc Tax \$ _____ EX # _____
Fee Amt \$ 34.00 Ck Pd \$ 34.00
Cash PD \$ _____ Refund \$ _____
Paid by #326 TITLE Ck # 4247
_____ Ck # _____
CUSTOMER CHG CODE _____
RETURN TO #326 TITLE CORE _____
_____ (ENVELOPE) _____

State of Nebraska Gage County ss. Entered in
Numerical Index and filed for record the
_____ 16th _____ day of October _____, 2013 _____
at 11:00 o'clock A. M., and recorded as
INSTRUMENT NO **2013- 3526**

2013- 3526

9-6-6
3-6-6

Ruth E. Siems
Register of Deeds
By _____ Deputy

TRACT INDEX
COMPUTER _____
COMPARED _____
PAGED _____

MEMORANDUM OF WIND ENERGY LEASE AGREEMENT

This Memorandum of Wind Energy Lease Agreement (this "Memorandum") is made and entered into on this 28 day of July, 2013 (the "Effective Date"), by and between Kimberly A. Topp, Trustee of the Kimberly A. Topp Revocable Living Trust under agreement dated the 11th of February, 1999, as to an undivided 1/2 interest, and Bruce A. Topp, Trustee of the Bruce A. Topp Revocable Living Trust under agreement dated the 11th of February, 1999, as to an undivided 1/2 interest (collectively, "Landowner"), whose address is c/o Kimberly A. Topp, Trustee, and Bruce A. Topp, Trustee, 1820 W. Ash Rd., Cortland, NE 68331, and Volkswind Nebraska Land Holdings LLC, a Nebraska limited liability company ("Lessee"), whose address is 205 Southeast Spokane Street, Suite 300, Portland, Oregon, 97202. Each of Landowner and Lessee is sometimes referred to as a "Party" and collectively as the "Parties."

WHEREAS:

1. The Landowner is the fee-simple owner of real estate located in Gage County, Nebraska as legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
2. On the Effective Date, the Landowner and Lessee entered into a Wind Energy Lease Agreement (the "Agreement"), and an Easement Agreement (the "Easement Agreement"), which pursuant to terms thereof, the Landowner grants to Lessee an exclusive right to use the Property and an easement in, over, above, under, through and across the Property for the right to convert all wind resources on the Property and a nonexclusive right to, easement for, ingress and egress to and from the Property and the transmission of electricity.
3. The term of this Agreement commences on the Effective Date and may continue for a period of forty (40) years, unless earlier terminated pursuant to the Agreement.
4. The Landowner and Lessee enter into this Memorandum, which is an abstract of the Agreement and will be recorded in Gage County, Nebraska, so that third parties have notice of the Agreement.

NOW THEREFORE, in consideration of the payments and the covenants provided in the Agreement to be paid and performed by the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements. In accordance with the Agreement and the Easement Agreement, landowner grants to Lessee the exclusive right to use the Property for all Wind Energy Purposes (as defined in the Lease) and to otherwise convert all of the wind resources of the Property, including, but not limited to, the construction of Windpower Facilities (as defined in the Lease) and Transmission Facilities (as defined in the Lease), thereon.

2. Incorporation of Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single document. The Agreement and the Easement Agreement contain the entire agreement and any prior or contemporaneous agreements, discussions or understandings, written or oral are superseded by the Agreement and the Easement Agreement and shall be and hereby are released, revoked and terminated and shall be of no further force or effect for any purpose whatsoever.

3. Interpretation. The Memorandum is not intended and may not be construed to modify or alter in any way the terms and conditions of the Agreement or the Easement Agreement. In the event of a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of the Agreement or the Easement Agreement, the Agreement and the Easement Agreement shall control.

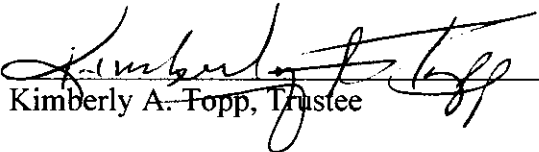
4. Binding Effect. All provisions contained in this Memorandum shall be binding upon, inure to the benefit of, and be enforceable by, Landowner and Lessee and their respective successors and assigns.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum on the above date.

LANDOWNER:

Kimberly A. Topp Revocable Living Trust under agreement dated the 11th of February, 1999

By: 
Kimberly A. Topp, Trustee

LANDOWNER:

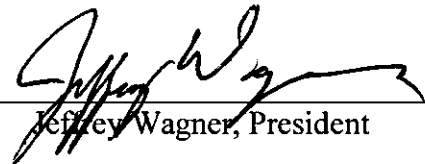
Bruce A. Topp Revocable Living Trust under agreement dated the 11th of February, 1999

By: 
Bruce A. Topp, Trustee

LESSEE:

VOLKSWIND NEBRASKA LAND HOLDINGS LLC,
A Nebraska Limited Liability Company

By: Volkswind USA Inc., a Delaware Corporation, Managing Member

By: 
Jeffrey Wagner, President

STATE OF NEBRASKA,
COUNTY OF Lancaster, ss.

This instrument was acknowledged before me on this 28 day of July, 2013,
by Kimberly A. Topp, as Trustee of the Kimberly A. Topp Revocable Living Trust under
agreement dated the 11th of February, 1999.



Jeri L. Williams
Notary Public

STATE OF NEBRASKA,
COUNTY OF Lancaster, ss.

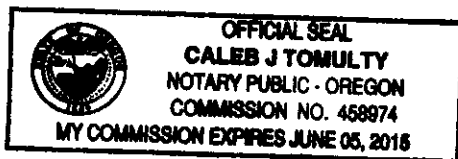
This instrument was acknowledged before me on this 28 day of July, 2013,
by Bruce A. Topp, as Trustee of the Bruce A. Topp Revocable Living Trust under agreement
dated the 11th of February, 1999.



Jeri L. Williams
Notary Public

STATE OF OREGON, MULTNOMAH COUNTY, ss.

This instrument was acknowledged before me on this 13 day of SEPTEMBER, 2013, by
Jeffrey Wagner, as the President of Volkswind USA Inc., the Managing Member of Volkswind
Nebraska Land Holdings LLC, a Nebraska Limited Liability Company, and was signed on behalf
of said company by authority of its managers and Jeffrey Wagner acknowledged the execution of
this instrument to be the voluntary act and deed of the company by it voluntarily executed.



Caleb J. Tomulty
Notary Public

EXHIBIT A

Legal Description of Property

All of that real property located in Gage County, Nebraska more particularly described as follows:

PARCEL 1:

The South Half of the Northeast Quarter of Section 9, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT 1 acre located in the Northeast corner of said South Half of the Northeast Quarter.

PARCEL 2:

The Southeast Quarter of Section 9, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska.

PARCEL 3: BV

~~Northeast~~
Northwest

The ~~Northeast~~ Quarter of Section 3, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT the North 372.5 feet of the West 368 feet of said Northwest Quarter.