

Pages 5 Doc Tax \$ \_\_\_\_\_ EX # \_\_\_\_\_

Fee Amt \$ 34.00 Ck Pd \$ 34.00

Cash PD \$ \_\_\_\_\_ Refund \$ \_\_\_\_\_

Paid by #326 TITLE CO Ck # 3444

\_\_\_\_\_ Ck # \_\_\_\_\_

CUSTOMER CHG CODE \_\_\_\_\_

RETURN TO #326 TITLE CORE

\_\_\_\_\_ (see below) \_\_\_\_\_

\_\_\_\_\_

State of Nebraska Gage County ss. Entered in Numerical Index and filed for record the \_\_\_\_\_ 29th day of March 20 13 at 1:00 o'clock P. M., and recorded as INSTRUMENT NO **2013- 1078**

**2013- 1078**

*2-6-5*

*Ruth E. Deenan*  
Register of Deeds

By \_\_\_\_\_ Deputy

TRACT INDEX   
COMPUTER \_\_\_\_\_  
COMPARED \_\_\_\_\_  
PAGED \_\_\_\_\_

TitleCore, LLC

~~1640~~ Normandy Ct., Ste C

Lincoln, NE 68512

**MEMORANDUM OF WIND ENERGY LEASE AGREEMENT**

This Memorandum of Wind Energy Lease Agreement (this "Memorandum") is made and entered into on this 1st day of February, 2013 (the "Effective Date"), by and between David J. Wieting and Janet K. Wieting, husband and wife (collectively, "Landowner"), whose address is 821 SW 72nd Rd., Hallam, NE 68368, 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 PAGE FOLLOWS**

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

LANDOWNER:

[Signature]  
David J. Wieting

LANDOWNER:

[Signature]  
Janet K. Wieting

LESSEE:

VOLKSWIND NEBRASKA LAND HOLDINGS LLC  
A Nebraska Limited Liability Company

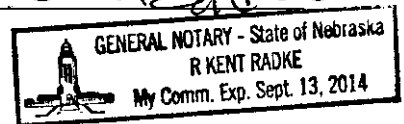
By: Volkswind USA Inc., a Delaware Corporation, Managing Member

By: [Signature]  
Jeffrey Wagner, President

STATE OF NEBRASKA,  
COUNTY OF LANCASTER, ss.

This instrument was acknowledged before me on this 28 day of January, 2013,  
by David J. Wieting.

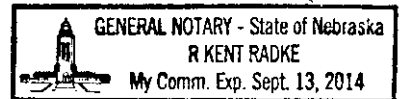
[Signature]  
Notary Public



STATE OF NEBRASKA,  
COUNTY OF LANCASTER, ss.

This instrument was acknowledged before me on this 28 day of January, 2013,  
by Janet K. Wieting.

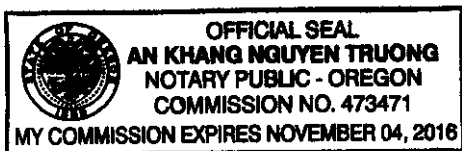
[Signature]  
Notary Public



STATE OF OREGON, MULTNOMAH COUNTY, ss.

This instrument was acknowledged before me on this 1st day of February, 2013, by Jeffrey Wagner, as the Manager and President 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.

[Signature]  
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 East Half of the Southeast Quarter of Section 2, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska;

EXCEPT the South 670.15 feet of the West 260.00 feet of the East Half of the Southeast Quarter of Section 2, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska;

EXCEPT a tract beginning in the Northeast Corner of the Southeast Quarter of Section 2, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska; Thence West along the North Line of the Southeast Quarter of said Section 2, a distance of 1,320 feet more or less to the Northwest Corner of the East Half of the Southeast Quarter of said Section 2; thence South along the West Line of the East Half of the Southeast Quarter of said Section 2, a distance of 980 feet; thence in a Southeasterly direction to a point on the East Line of the Southeast Quarter of said Section 2, said point being 1,100 feet South of the Northeast Corner of the Southeast Quarter; thence North along the East Line of the Southeast Quarter of said Section 2 to the Point of Beginning.

#### Parcel 2:

A tract of land in the East Half of the Southeast Quarter of Section 2, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska more particularly described as:

Beginning in the Northeast Corner of the Southeast Quarter of Section 2, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska;

Thence West along the North Line of the Southeast Quarter of said Section 2, a distance of 1,320 feet more or less to the Northwest Corner of the East Half of the Southeast Quarter of said Section 2;

Thence South along the West Line of the East Half of the Southeast Quarter of said Section 2, a distance of 980 feet;

Thence in a Southeasterly direction to a point on the East Line of the Southeast Quarter of said Section 2, said point being 1,100 feet South of the Northeast Corner of the Southeast Quarter;

Thence North along the East Line of the Southeast Quarter of said Section 2 to the Point of Beginning.

Parcel 3:

East Half of the Northeast Quarter of Section 2, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County.