

Pages 5 Doc Tax \$ _____ EX # _____

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_____ Ck # _____

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RETURN TO #326 TITLECORE _____

(ENVELOPE) _____

State of Nebraska Gage County ss. Entered in Numerical Index and filed for record the

_____ 17th _____ day of _____ April _____, 2013 _____

at 8:30 _____ o'clock A. M., and recorded as

INSTRUMENT NO **2013- 1308**

2013- 1308

5-6-6

Ruth E. Dixon

Register of Deeds

By _____ Deputy

TITLE INDEX
COMPUTER _____
COMPARED _____
PAGED _____

Return to:
TitleCore, LLC
1640 Normandy Court, Suite C
Lincoln, NE 68512

Memorandum of Wind Energy Lease Agreement

2013- 1308

MEMORANDUM OF WIND ENERGY LEASE AGREEMENT

This Memorandum of Wind Energy Lease Agreement (this "Memorandum") is made and entered into on this 20th day of March, 2013 (the "Effective Date"), by and between Lance Lindenmuth ("Landowner"), whose address is 2450 SW 72nd Rd., Clatonia, NE 68328-9742, 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.

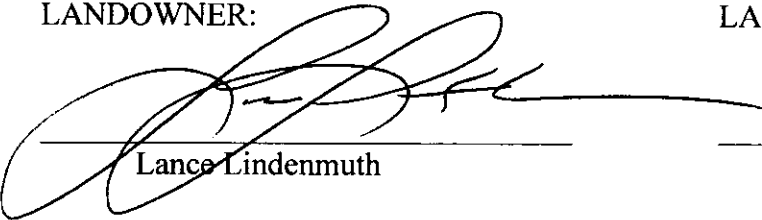
4. Binding Effect. All provisions contained in this Memorandum shall be binding upon, inure to the benefit of, and be enforceable by, Landowner and Lessee and their respective successors and assigns.

SIGNATURE PAGE FOLLOWS

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

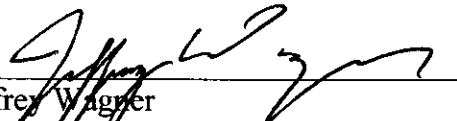
LANDOWNER:

LANDOWNER:


Lance Lindenmuth

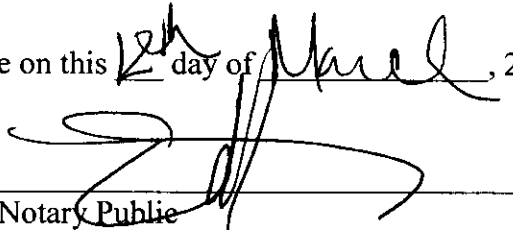
LESSEE:

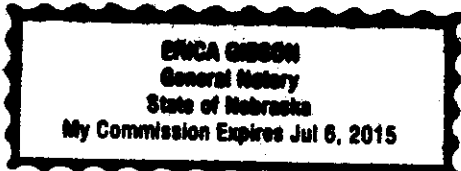
VOLKSWIND NEBRASKA LAND HOLDINGS LLC
A Nebraska Limited Liability Company

By: 
Jeffrey Wagner
Manager and President

STATE OF NEBRASKA,
COUNTY OF Lancaster, ss.

This instrument was acknowledged before me on this 12th day of March, 2013, by Lance Lindenmuth.


Notary Public



STATE OF OREGON, MULTNOMAH COUNTY, ss.

This instrument was acknowledged before me on this 26th day of March, 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.

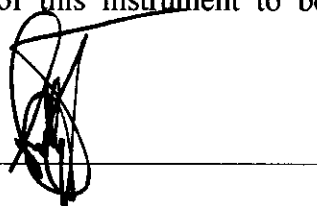

Notary Public



EXHIBIT A

Legal Description of Property

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

Parcel 1:

The North One-half of the Northwest Quarter of Section 5, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT a tract of land located in the Northwest Quarter of the Northwest Quarter of said Section 5, described as follows: Commencing at the Northwest Corner of the Northwest Quarter of said Section 5; thence Southerly along the West Line of the Northwest Quarter of said Section 5, a distance of 868.74 feet to the point of beginning; thence Easterly along a line bearing 90 degrees Left from the last described course a distance of 33 feet to a point; thence Southeasterly along a line bearing 35 degrees 24 minutes 32 seconds Right from last described course a distance of 190.18 feet to a point; thence Southerly along a line 188 feet from and parallel with the West Line of the Northwest Quarter of said Section 5, a distance of 290.14 feet more or less to a point on the South Line of the Northwest Quarter of the Northwest Quarter of said Section 5; thence Westerly along the South Line of the Northwest Quarter of the Northwest Quarter of said Section 5, a distance of 188 feet to a point; thence Northerly along the West Line of the Northwest Quarter of said Section 5, a distance of 400.33 feet more or less to the point of beginning.

AND EXCEPT a tract of land, described as follows: Beginning at the Northwest Corner of the Northwest Quarter of said Section 5; thence Southerly along the Westerly Line of the Northwest Quarter of said Section 5, a distance of 252 feet to a point; thence Easterly along a line 252 feet Southerly from and parallel with the Northerly Line of said Section 5, a distance of 33 feet to a point; thence Easterly along a line bearing 14 degrees 06 minutes 23 seconds Left from last described course a distance of 186 feet to a point; thence Northeasterly along a line bearing 38 degrees 36 minutes 28 seconds Left from last described course a distance of 218.25 feet to a point; thence Northerly along a line 348 feet Easterly from and parallel with the Westerly Line of the Northwest Quarter of said Section 5, a distance of 33 feet more or less to a point on the Northerly Line of the Northwest Quarter of said Section 5; thence Westerly along the Northerly Line of the Northwest Quarter of said Section 5 a distance of 348 feet more or less to the point of beginning.