

Pages 4 Doc Tax \$ _____ EX # _____
 Fee Amt \$ 28.00 Ck Pd \$ 28.00
 Cash PD \$ _____ Refund \$ _____
 Paid by #326 TITLE C Ck # 3767
 _____ 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
 _____ 28th _____ day of _____ May _____, 20 13
 at 8:00 _____ o'clock A. M., and recorded as
 INSTRUMENT NO 2013- 1839

2013- 1839

 11-6-5

By Russ E. Dimes

 Register of Deeds
 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 30 day of April, 2013 (the "Effective Date"), by and between Beverly J. Holsing, as Trustee of the Melvin H. Holsing Trust dated June 24, 1985, and Beverly J. Holsing, as Trustee of the Beverly J. Holsing Trust dated June 24, 1985 (collectively, "Landowner"), whose address is 5600 Barrington Park Dr., Lincoln, NE 68516, 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 Agreement on the above date.

GRANTOR:
Melvin H. Holsing Trust dated June 24, 1985

GRANTOR:
Beverly J. Holsing Trust dated June 24, 1985

By: Beverly J. Holsing Trustee
Beverly J. Holsing, Trustee

By: Beverly J. Holsing Trustee
Beverly J. Holsing, Trustee

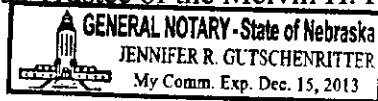
GRANTEE:
VOLKSWIND NEBRASKA LAND HOLDINGS LLC,
A Nebraska Limited Liability Company

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

By: Jeffrey Wagner
Jeffrey Wagner, President

STATE OF NEBRASKA,
COUNTY OF Concaster, ss.

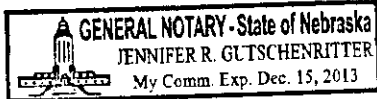
This instrument was acknowledged before me on this 24th day of April, 2013, by Beverly J. Holsing, as Trustee of the Melvin H. Holsing Trust dated June 24, 1985.



Jennifer R. Gutschemitter
Notary Public

STATE OF NEBRASKA,
COUNTY OF Concaster, ss.

This instrument was acknowledged before me on this 24th day of April, 2013, by Beverly J. Holsing, as Trustee of the Beverly J. Holsing Trust dated June 24, 1985.



Jennifer R. Gutschemitter
Notary Public

STATE OF OREGON, MULTNOMAH COUNTY, ss.

This instrument was acknowledged before me on this 30 day of April, 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 and the undersigned acknowledged the execution of this instrument to be the voluntary act and deed of said company by it voluntarily executed.

Jane Reed
Notary Public

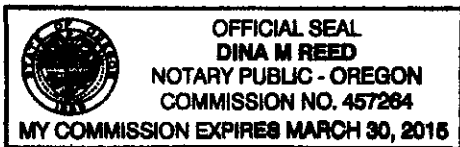


EXHIBIT A

Legal Description of Property

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

The Southeast Quarter of Section 11, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT a tract of land described as follows:

Commencing at the Southeast Corner of said Southeast Quarter;

Thence North 90 degrees 00 minutes 00 seconds West (Assumed Bearing) on the South line of said Southeast Quarter, a distance of 900.0 feet to the point of beginning;

Thence continuing North 90 degrees 00 minutes 00 seconds West on said South line, a distance of 800.0 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 550.0 feet;

Thence South 90 degrees 00 minutes 00 seconds East parallel with the South line of said Southeast Quarter, a distance of 800.0 feet;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 550.0 feet to the point of beginning.