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2014-2411  
16-6-6 15-6-6

State of Nebraska Gage County ss. Entered in  
Numerical Index and filed for record the  
\_\_\_\_\_ 4<sup>TH</sup> day of \_\_\_\_\_ SEPT. \_\_\_\_\_, 20 14  
at 8:00 o'clock A. M., and recorded as  
INSTRUMENT NO 2014- 2411

RUTH E. STEMS  
Register of Deeds  
By [Signature] Deputy

**MEMORANDUM OF WIND ENERGY LEASE AGREEMENT**

This Memorandum of Wind Energy Lease Agreement (this "Memorandum") is made and entered into on this 21<sup>st</sup> day of August, 2014 (the "Effective Date"), by and between David M. Niemeyer and Sharon Niemeyer, husband and wife (collectively, "Landowner"), whose address is 3946 SW 14th 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 PAGE FOLLOWS]**

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

LANDOWNER:

LANDOWNER:

David M. Niemeyer  
David M. Niemeyer

Sharon Niemeyer  
Sharon Niemeyer

LESSEE:

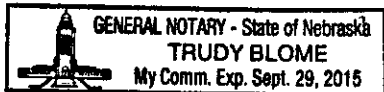
VOLKSWIND NEBRASKA LAND HOLDINGS LLC,  
A Nebraska Limited Liability Company

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

By: Jeffrey Wagner  
Jeffrey Wagner, President

STATE OF NEBRASKA,  
COUNTY OF Saline, ss.

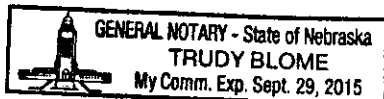
This instrument was acknowledged before me on this 21 day of August, 2014,  
by David M. Niemeyer.



Trudy Blome  
Notary Public

STATE OF NEBRASKA,  
COUNTY OF Saline, ss.

This instrument was acknowledged before me on this 21 day of August, 2014,  
by Sharon Niemeyer.

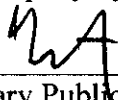


Trudy Blome  
Notary Public

STATE OF OREGON, MULTNOMAH COUNTY, ss.

This instrument was acknowledged before me on this 28<sup>th</sup> day of August, 2014, 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.



  
Notary Public

**EXHIBIT A**

**Legal Description of Property**

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

**PARCEL 2:**

The South Half of the Southeast Quarter of Section 16, Township 6 North, Range 6 East of the 6th Principal Meridian in Gage County, Nebraska.

EXCEPT a tract of land located in a part of the Southeast Quarter of Section 16, Township 6 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska, more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the South line of the Southeast Quarter of said Section having an assumed reference bearing of South 87 degrees 56 minutes 36 seconds West.

Referring to the Southeast Corner of said Section, said point being the Point of Beginning;

Thence westerly South 87 degrees 56 minutes 36 seconds West, on the South line of the Southeast Quarter of said Section, a distance of 1,333.24 feet;

Thence northerly North 02 degrees 05 minutes 17 seconds West, a distance of 823.71 feet;

Thence easterly North 87 degrees 56 minutes 53 seconds East, to a point of intersection on the East line of the Southeast Quarter of said Section, a distance of 1,334.72 feet;

Thence southerly South 01 degrees 59 minutes 07 seconds East on the East line of the Southeast Quarter of said Section, a distance of 823.60 feet to be True Point of Beginning.

**PARCEL 3:**

The Southwest Quarter of Section 15, Township 6 North, Range 6 East of the 6th Principal Meridian in Gage County, Nebraska.

Except: The Northeast Quarter of the Northeast Quarter of the Southeast Quarter