

TRACT INDEX _____ State of Nebraska Gage County ss. Entered
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COMPARED _____ 08 day of Feb, 2016
PAGED _____ at 01:07 o'clock PM, and recorded as
INSTRUMENT NO. **2016-00446**



Register of Deeds

Pages 6 By JN
Recording Fees \$40.00
Totals Fees \$40.00

MEMORANDUM OF WIND ENERGY LEASE AGREEMENT

This Memorandum of Wind Energy Lease Agreement (this "Memorandum") is made and entered into on this 13th day of January, 2016 (the "Effective Date"), by and between ALAN AND SHERI HOLSING, husband and wife, and ROGER AND CYNTHIA HOLSING, husband and wife (collectively, "Landowner"), whose address is 9158 W Cedar Rd., Dewitt, NE 68341, 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 consisting of approximately 10 acres as to parcel 1, 120 acres as to parcel 2, 81 acres as to parcel 3 and 155 acres as to parcel 4, 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:

Alan Holsing
Alan Holsing

Sheri Holsing
Sheri Holsing

LANDOWNER:

Roger Holsing
Roger Holsing

Cynthia Holsing
Cynthia Holsing

LESSEE:

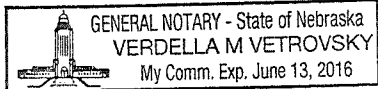
VOLKSWIND NEBRASKA LAND HOLDINGS LLC,
A Nebraska Limited Liability Company

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

By: Jeffrey Wagner
Jeffrey Wagner, President

STATE OF NEBRASKA,
COUNTY OF Gage, ss.

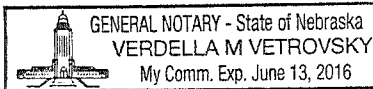
This instrument was acknowledged before me on this 14th day of Dec, 2015 by Alan Holsing.



Verdelia M. Vetrovsky
Notary Public

STATE OF NEBRASKA,
COUNTY OF Gage, ss.

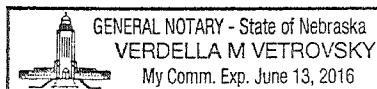
This instrument was acknowledged before me on this 14th day of Dec, 2015 by Sheri Holsing.



Verdelia M. Vetrovsky
Notary Public

STATE OF NEBRASKA,
COUNTY OF Gage, ss.

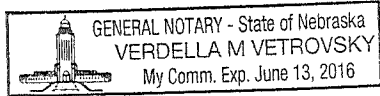
This instrument was acknowledged before me on this 14th day of Dec, 2015 by Roger Holsing.



Verdelia M. Vetrovsky
Notary Public

STATE OF NEBRASKA,
COUNTY OF Gage, ss.

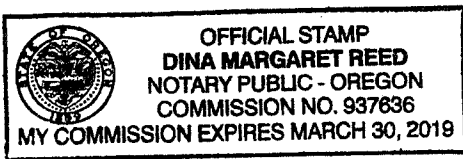
This instrument was acknowledged before me on this 14th day of July, 2015 by
Cynthia Holsing.



Verdella M. Vetrovsky
Notary Public

STATE OF OREGON, MULTNOMAH COUNTY, ss.

This instrument was acknowledged before me on this 13 day of JANUARY, 2015²⁰¹⁶, 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.



Dina Margaret Reed
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:

A tract of land located in the Southeast Quarter of Section 11, Township 6 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska, 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 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 550.00 feet to the point of beginning.

Parcel 2:

The Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 10, Township 5 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska.

Parcel 3:

The East Half of the Southeast Quarter of Section 3, Township 5 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska.

Parcel 4:

The Southwest Quarter of Section 1, Township 5 North, Range 5 East of the 6th Principal Meridian, Gage County, Nebraska.

EXCEPT that part of said Southwest Quarter more particularly described as follows, to wit:
Beginning at the Southeast corner of the said Southwest Quarter;
Thence along the South line of the said Southwest Quarter on an assigned bearing of South 90 degrees 00 minutes 00 seconds West, a distance of 327.00 feet;
Thence parallel to the East line of the said Southwest Quarter North 00 degrees 14 minutes 27 seconds East, a distance of 400.00 feet;
Thence parallel to the South line of the said Southwest Quarter North 90 degrees 00 minutes East a distance of 327.00 feet to a point on the East line of the said Southwest Quarter;

Thence along the said East line South 00 degrees 14 minutes 27 seconds West a distance of 400.00 feet to the point of beginning.

AND EXCEPT the South 620.00 feet of the West 400.00 feet of said the Southwest Quarter.