

No.	Gen.	Num.	Page	
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dk	Register of Deeds			

EXHIBIT E: MEMORANDUM OF OPTION AGREEMENT

From, Chg., Return to:
Gary Aksamit
5210 Edgewater Ct.
Parker, TX. 75094
402-980-8800
Fee: \$28.00 Chg.

2014 00775
STATE OF NEBRASKA } ss
SALINE COUNTY
Entered in numerical index and filed on
record, the 9 day of May
2014 at 11:00'clock AM. and recorded
in Book 404 of Records Page 131-134

NEBRASKA DOCUMENTARY STAMP TAX	
Date	5-9-14
\$ EX (23)	By dk

Gina Kastauch
County Clerk

(space above reserved for recording information)

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT ("Memorandum") is made and entered into as of February 9, 2014, by and between Elmer J. & Charlotte M. Branzovsky ("Owner"), and Saline Vertna Farm, LLC, a Nebraska limited liability company ("Grantee").

This Memorandum evidences the existence of that certain that Wind Energy Option and Easement Agreement dated February 9, 2014 herewith between Owner and Grantee (the "Agreement") relating to certain real property (the "Premises") located in the County of Saline, State of Nebraska, as more particularly described in Exhibit "A" attached hereto. The Agreement grants to Grantee the right to acquire certain easements across portions of the Premises designated by Grantee at the time of its exercise of the option granted therein (the "Option"). The purpose of this Memorandum is to notify all persons interested in said real property that Seller and Buyer have entered into said Option Agreement. The period for the exercise of the option granted under the Agreement is five (5) years, subject to extension for up to two (2) additional years pursuant to the terms thereof, commencing on the date of this Memorandum. In addition, Owner must deliver certain notices to Grantee before the Option expires.

Under the term of the Agreement, Grantee shall have the exclusive right to develop and use the Premises for wind energy purposes and to convert all of the wind resources of the Premises during the term of this Agreement; provided, however, that nothing expressly or impliedly contained in this Agreement or represented to Owner shall be construed as requiring Grantee to (a) undertake construction, installation or operation of any Wind Power Facilities on the Premises or elsewhere, (b) continue operation of any Wind Power Facilities from time to time located on the Premises or elsewhere or (c) generate or sell any minimum or maximized amount of electrical energy from the Premises; and the decision if, when and to what extent to construct, install or operate Wind Power Facilities, or to generate or sell electrical energy, shall be solely in Grantee's discretion.

This Memorandum is prepared for the purpose of giving notice of the Agreement and in no way modifies the express provisions of the Agreement. This Memorandum shall continue to constitute notice of the Agreement, even if the Agreement is subsequently amended.

To facilitate execution, this Memorandum may be executed in as many separate counterparts as may be convenient or required. It shall not be necessary that the signature of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

[Signature Page Follows]

19.28 Counterparts. To facilitate execution, this Agreement may be executed in as many separate counterparts as may be convenient or required. It shall not be necessary that the signature of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties, hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below and this Agreement shall be effective as of the later of such dates.

OWNER:

x Elmer J Branzovsky 2-9-2014
Signature Date

GRANTEE:

[Signature] 12-9-14
Saline Vetrna Farma, LLC

ELMER J. BRANZOVSKY

OWNER:

x Charlotte M Branzovsky 12-9-2014
Signature Date

Charlotte M Branzovsky

SPOUSE:

Spouse of Owner hereby consents to the terms of this Agreement

Signature Date

STATE OF NEBRASKA

SS.

COUNTY OF SALINE

This instrument was acknowledged before me on the 9 day of February, 20014 by Elmer J & Charlotte M Branzovsky a married couple.

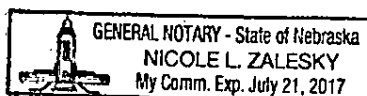
My Commission Expires:

Notary Public, State Nebraska

Printed Name of Notary: Nicole L Zalesky

STATE OF

COUNTY OF



SS.

Nicole L Zalesky

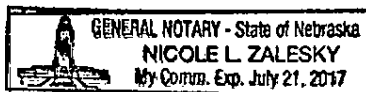
This instrument was acknowledged before me on the 9 day of February, 20014 by Joseph Delto, the Saline Vetrna Farma, a Nebraska LLC on behalf of the limited liability company.

My Commission Expires:

Notary Public, State Nebraska

Printed Name of Notary: Nicole L Zalesky

This document was prepared by:
Aksamit Resource Management, LLC
400 S. 4th St., Suite 401
Minneapolis, MN 55415



Nicole L Zalesky

EXHIBIT A-1: LEGAL DESCRIPTION OF PREMISES

Brush Creek Township

Parcel I.D. 760079935, 159.18 Acres NW ¼

18-6-3

The Northwest quarter (NW ¼) of Section eighteen (18) in Township six (6) North, Range three (3) East of the 6th P.M. in Saline County, Nebraska.

North Fork Township

Parcel I.D. 760083898, 81.97 Acres S 1/2 SE 1/4

24-6-2

The South half (S 1/2) of the Southeast quarter (SE 1/4) of Section twenty-four (24) in Township six (6) North, Range two (2) East of the 6th P.M. in Saline County, Nebraska.