KIRK KRAFT

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Kathleen Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116
Return to: Stephen F. Dryden, Independence Wind EnergyLLC, 7 Ellefson Dr., P.O. Box 439, De Soto, IA 50069

MEMORANDUM OF OPTION AGREEMENT

This is a memorandum ("Memorandum") of a Substation/O&M Building Site Purchase Option Agreement ("Agreement") signed at the same time as this Memorandum between Vaske Farms, Inc., an Iowa corporation, whose address for purposes of this Memorandum is 295 Bailey Drive, Manchester, IA 52057, its successors and assigns ("Owner"), as grantor, and Independence Wind Energy LLC, an Iowa limited liability company, whose address for purposes of this Memorandum is 7 Ellefson Dr., PO Box 439, its successors and assigns ("Independence"), as grantee, pertaining to Owner's Property legally described on the attached copy of **Exhibit A** to the Option Agreement.

1. **Purchase Option.** The Option is an exclusive option to purchase ten (10) to fifteen (15) acres of Owner's Property and additional land for an access road from the public road to an electrical substation and/or operations and maintenance building as described on the attached copy **Exhibit A** to the Agreement and depicted on the attached copy of **Exhibit B** to the Agreement to use as an electrical substation and/or operations and maintenance building, and the right to obtain access, and electrical Collection Facilities easements as provided in the Agreement.

2. **Term of Agreement.** The term of the Agreement ends December 31, 2016, provided Independence may extend the Agreement on a one year basis through December 31, 2017, as more specifically provided in the Agreement.

3. **Record of Termination of Agreement.** If the Agreement is terminated or allowed to expire without being exercised or extended, Independence will file a notice of termination of the Agreement in the public records. If Independence, when obligated to do so, fails to file a notice of termination, then Owner may file Owner's affidavit of termination of this Agreement and proof of service of a copy of the affidavit on Independence according to the notice procedures of the Agreement. Unless Independence files in the public records a written objection or denial of termination within thirty (30) days after service on it of the affidavit, the affidavit shall have the same effect as a notice of termination by Independence.

4. **Assignment.** Independence may freely transfer its rights under the Agreement to others. Owner may freely sell, mortgage, or lease the Owner's Property to others; *provided*, that any transfer by Owner will be subject to the Agreement.

INDEPENDENCE: **Independence Wind Energy LLC**
an Iowa limited liability company

By _____

KIRK KRAFT, Authorized Representative

STATE OF IOWA, DELAWARE COUNTY) SS:

This record was acknowledged before me on November 21, 2014 by Kirk Kraft as authorized representative of Independence Wind Energy LLC.

_____

Stamp

Printed name of notary public: Julie A. Schmitz

JULIE A. SCHMITZ
Commission Number 224151
My Commission Expires
September 14, 2017

OWNER: Vaske Farms, Inc., an Iowa corporation

By: _____
Eugene A. Vaske, President

By: _____
Elizabeth J. Vaske, Secretary

STATE OF IOWA, DELAWARE COUNTY) SS:

This record was acknowledged before me this 21st day of NOVEMBER, 2014, by Eugene A. Vaske as President of Vaske Farms, Inc., an Iowa corporation and by Elizabeth J. Vaske, as Secretary of Vaske Farms, Inc, an Iowa corporation.

_____

Stamp

Printed name of notary public: KIRK KRAFT

KIRK KRAFT
Notarial Seal - IOWA
Commission No. 744693
My Commission Expires January 09, 2016

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Northwest Quarter of Section 20, Township 88 North, Range 6 West of the 5th P.M., Delaware County, Iowa.

EXHIBIT B

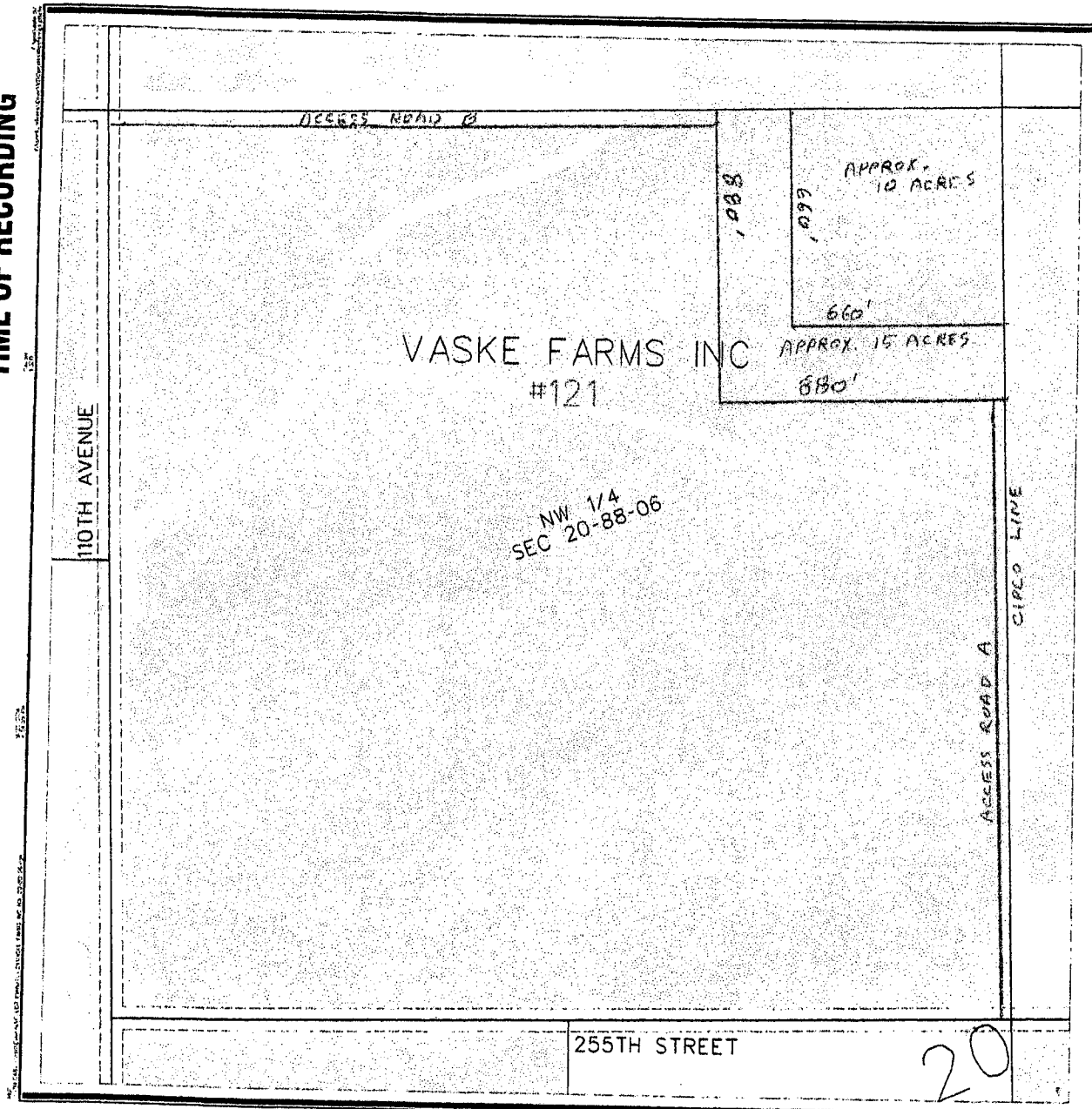
The Substation and/or O&M Building site portion of the Optioned Property will be up to 15 acres but not less than 10 acres and will be located in Delaware County, Iowa within the area depicted on the next page.

The Optioned Property will also include land for an access road from the public road to the Substation and/or O&M Building in one of the two access road locations shown on the attached drawing, as mutually agreed upon by the parties, or in such other location as mutually agreed upon by the parties.

Owner and Independence will mutually agree on the location of the Substation and/or O&M Building and the access road thereto.

Such agreement by Owner and Independence will not be unreasonably withheld by either party.

FADED DOCUMENT AT TIME OF RECORDING



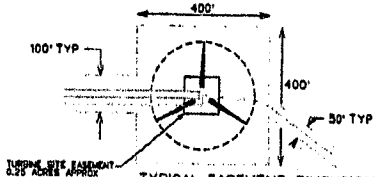
NOTE: INFORMATION SHOWN, INCLUDING PROPERTY BOUNDARY LINES, IS A GRAPHIC REPRESENTATION OF EXISTING AND PROPOSED FEATURES AND IS NOT BASED ON LAND SURVEYS. ACTUAL PROPERTY BOUNDARY LINES AND EASEMENTS TO BE DETERMINED PRIOR TO CONSTRUCTION. ALL TURBINE, ACCESS ROAD, COLLECTION AND TRANSMISSION LINE LOCATIONS ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN

LEGEND

1 PROPOSED TURBINE WITH NUMBER

(M1) PROPOSED MET TOWER WITH NUMBER

PROPERTY LINES
ACCESS ROADS
COLLECTION FACILITIES
EXISTING ROAD RIGHT-OF-WAY
CONSTRUCTION EASEMENT

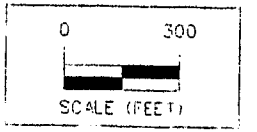


TYPICAL EASEMENT DIMENSIONS (UNLESS SHOWN DIFFERENT)

PROPERTY OWNER APPROVAL

Duane Vaske Pcg
OWNER — DATE

Elizabeth J. Vaske
OWNER — DATE
11-21-14



ISSUE DATE 10-01-2014

RPM ACCESS - INDEPENDENCE WIND PROJECT

EXHIBIT B - VASKE FARMS INC NW 20-88-06

DELAWARE COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

1751 MADISON AVENUE
COUNCIL BLUFFS, IA 51503
712-322-3202 | www.snyder-associates.com

Project No: 1140487

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