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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

 This document was prepared by, and after recording please return to:
Stephen F. Dryden, 6205 Mills Civic Parkway, West Des Moines, IA 50266 (515) 223-0511

MEMORANDUM OF OPTION AGREEMENT

This is a memorandum (“Memorandum”) of a Substation/O&M Building Site Purchase Option Agreement Option Agreement (“Agreement”) signed at the same time as this Memorandum between James E. Gregory and Natalie Gregory, spouse of James E. Gregory whose address for purposes of this Memorandum is 22770 Lincoln Road, Gretna, NE 68028, its successors and assigns (“Owner”), as grantor, and Macksburg Wind Energy LLC, an Iowa limited liability company, whose address for purposes of this Memorandum is 6205 Mills Civic Pkwy, West Des Moines, IA 50266, its successors and assigns (“Macksburg”), 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 three to ten acres of Owner’s Property 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, 2015, provided Macksburg may extend the Agreement on a one year basis through December 31, 2016, 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, Macksburg will file a notice of termination of the Agreement in the public records. If Macksburg, 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 Macksburg according to the notice procedures of the Agreement. Unless Macksburg 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 Macksburg.
4. **Assignment.** Macksburg 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.


MACKSBURG:

Macksburg Wind Energy LLC
an Iowa limited liability company

By James T. Dimond
James T. Dimond, Authorized Representative

STATE OF IOWA, Polk COUNTY) SS:

This instrument was acknowledged before me on May 1, 2013 by
James T. Dimond as authorized representative of Macksburg Wind Energy
LLC.
name of person signing

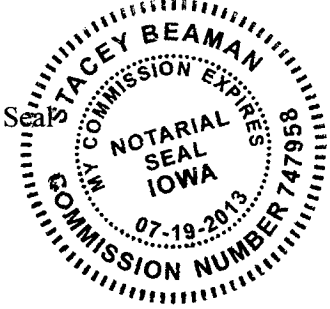
Seal  Michelle R. Seifert
Signature of Notarial Officer

OWNER: Signature: James E. Gregory
James E. Gregory

~~OWNER: Signature: Natalie B. Gregory
Natalie Gregory, spouse of James E. Gregory~~

STATE OF Iowa, Pottawattamie COUNTY) SS:

Acknowledged before me this 23rd day of April, 2013, by James E. Gregory and ~~Natalie Gregory, husband and wife~~, spouse of Natalie B. Gregory.

Seal  Stacy Beaman
Signature of Notarial Officer

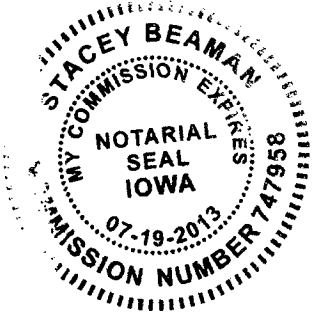
OWNER:

Signature: Natalie R. Gregory
Natalie R. Gregory, spouse of James E. Gregory

STATE OF Iowa, Pottawattama COUNTY) SS:

This Record was acknowledged before me this 30th day of April, 2013 by
Natalie R. Gregory, spouse of James E. Gregory.

Seal



Stacey Beaman
Notarial Officer

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

The Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); AND the South Three-fourths ($\frac{3}{4}$) of the East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$); AND the East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$); AND the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa