

Prepared by and after recording return to: Tyrone H. Thomas, Jr., Esq., Windy Hills Wind Energy LLC, c/o Invenenergy LLC, One South Wacker Drive, Suite 1800, Chicago, Illinois 60606, ATTN: Land Administration, (312) 224-1400

MEMORANDUM OF AGREEMENT REGARDING EASEMENTS

THIS MEMORANDUM OF AGREEMENT REGARDING EASEMENTS (this "Memorandum"), is made, dated and effective as of July 1, 2016 (the "Effective Date"), between **James L. Naumann and Marya Ann Naumann, as Trustees of the James L. Naumann Revocable Trust, as to an undivided one-half interest, and Marya Anne Naumann and James L. Naumann, as Trustees of the Marya Anne Naumann Revocable Trust, as to an undivided one-half interest** (together with its successors, assigns and heirs, "Owner"), whose address is **230 N. 8th Ave., Winterset, IA 50273**, and **Windy Hills Wind Energy LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is **One South Wacker Drive, Suite 1800, Chicago, IL 60606**, with regard to the following:

1. Owner and Grantee did enter into that certain Agreement Regarding Easements dated of even date herewith (the "Agreement") which affects the real property located in Madison County, Iowa, as more particularly described in **Exhibit A** attached hereto as **Page # 5 & 6** (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants Grantee, among other things, the right to install Windpower Facilities (and related infrastructure and appurtenances) on Owner's Property and certain other access rights and rights to use the Property in connection with the wind energy generation project. Owner also irrevocably waived, to the extent permitted by law, enforcement of any applicable setback requirements.

3. Term. The "Term" is comprised of the Development Term, Operations Term and Extended Term as follows:

(i) The initial term of the Easement ("Development Term") commences on the Effective Date and, unless sooner terminated in accordance with the Agreement, shall continue without interruption until the earlier of the Operations Date or the date seven (7) years from the Effective Date.

(ii) If Grantee constructs any Windpower Facilities on the Property, the **"Operations Term"** shall begin on the Operations Date and end on the twenty-fifth (25th) anniversary of the Operations Date.

(iii) The **"Operations Date"** shall mean the earlier of: (1) the first date Windpower Facilities installed on the Property begin delivering electricity to the transmission grid or (2) the date Grantee notifies Owner in writing that Grantee has elected to declare that the Operations Date has occurred (whether or not Windpower Facilities have been installed on the Property). Grantee shall notify Owner of the Operations Date within forty-five (45) days after the Operations Date occurs. Owner grants Grantee permission to record in the Madison County records a notice specifying the Operations Date.

(iv) Grantee shall have the preferential right upon written notice to Owner before expiration of the Operations Term to extend the term of the Agreement for an additional period of ten (10) years (**"Extended Term"**) expiring on the thirty-fifth (35th) anniversary of the Operations Date. Owner grants Grantee permission to record in the Madison County records a notice of such extension.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities (and related infrastructure and appurtenances) installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities (and related infrastructure and appurtenances) at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

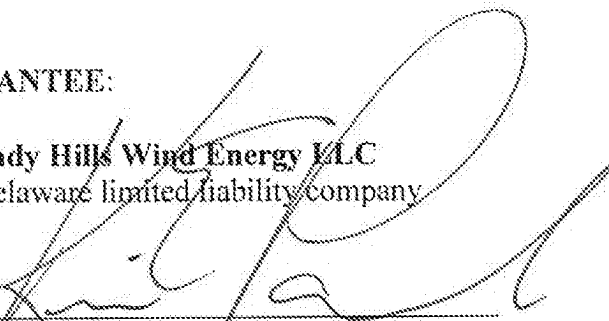
7. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

GRANTEE:

Windy Hills Wind Energy LLC
a Delaware limited liability company

By: 

Name: Kevin E. Parzyck

Vice President

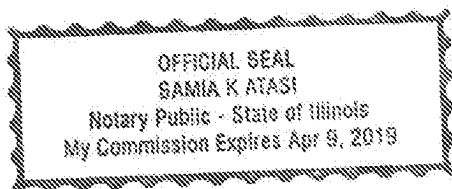
Title: _____

STATE OF ILLINOIS)

COUNTY OF COOK)

This instrument was acknowledged before me by Kevin E. Parzyck, Vice President of Windy Hills Wind Energy LLC, a Delaware limited liability company, on behalf of said company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of July, 2016.



Samia K Atasi

Notary's Name (Printed): Samia K Atasi

My commission expires: 4/9/19

OWNER:

James L. Naumann and Marya Anne Naumann, as Trustees of the James L. Naumann Revocable Trust, as to an undivided one-half interest, and Marya Anne Naumann and James L. Naumann, as Trustees of the Marya Anne Naumann Revocable Trust, as to an undivided one-half interest

By:

Name: James L. Naumann

Title: Trustee

By:

Name: Marya Anne Naumann

Title: Trustee

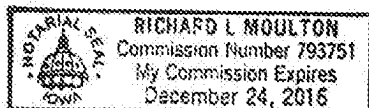
STATE OF Iowa, Madison COUNTY, ss:

This record was acknowledged before me on 6/9, 2016, by James L. Naumann, Trustee.

[Signature]
Signature of Notary Public

My commission expires: 12-24-16

Stamp or Seal



STATE OF Iowa, Madison COUNTY, ss:

This record was acknowledged before me on 6/9, 2016, by Marya Anne Naumann, Trustee.

[Signature]
Signature of Notary Public

My commission expires: 12-24-16

Stamp or Seal

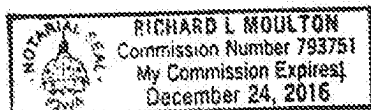


EXHIBIT A TO MEMORANDUM

Legal Description of the Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
630131966000000	Madison	74N 29W	19	37.96
630133026020000	Madison	74N 29W	30	36.00
630133042010000	Madison	74N 29W	30	19.00
630133044000000	Madison	74N 29W	30	37.24
630133046000000	Madison	74N 29W	30	37.31
630133048000000	Madison	74N 29W	30	38.00
630133062000000	Madison	74N 29W	30	39.00
630133064000000	Madison	74N 29W	30	37.39
636013306600000	Madison	74N 29W	30	37.46
630133068000000	Madison	74N 29W	30	39.00
630133144000000	Madison	74N 29W	31	37.33
630133146000000	Madison	74N 29W	31	37.01
Total				432.70

Legal Description:

FRL Southwest Quarter (SW1/4) Southwest Quarter (SW1/4) of Section 19, Township 74N, Range 29W of Madison County, Iowa

West 37A Southwest Quarter (SW1/4) Northeast Quarter (NE1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

West Half (W1/2) Northeast Quarter (NE1/4) Northwest Quarter (NW1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

FRL Northwest Quarter (NW1/4) Northwest Quarter (NW1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

FRL Southwest Quarter (SW1/4) Northwest Quarter (NW1/4) of Section, 30, Township 74N, Range 29W of Madison County, Iowa

The Southeast Quarter (SE1/4) Northwest Quarter (NW1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

The Northeast Quarter (NE1/4) Southwest Quarter (SW1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

FRL Northwest Quarter (NW1/4) Southwest Quarter (SW1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

FRL Southwest Quarter (SW1/4) Southwest Quarter (SW1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

The Southeast Quarter (SE1/4) Southwest Quarter (SW1/4) of Section 30, Township 74N, Range 29W of Madison County, Iowa

FRL Northwest Quarter (NW1/4) Northwest Quarter (NW1/4) of Section 31, Township 74N, Range 29W of Madison County, Iowa

FRL Southwest Quarter (SW1/4) Northwest Quarter (NW1/4) of Section 31, Township 74N, Range 29W of Madison County, Iowa