

STATE OF ALABAMA

COUNTY OF JEFFERSON

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into as of this 15th day of October, 2013, by and between Evergreen Transport, LLC, an Alabama limited liability company, with an address of 480 Industrial Circle, P.O. Box 727, Evergreen, Alabama 36401 (hereinafter "Landlord"), and U.S. Venture, Inc., a Wisconsin corporation, with an address of 425 Better Way, Appleton, Wisconsin 54915 (hereinafter "Tenant"), upon the following terms:

1. **Lease.** The provisions set forth in the written Compressed Natural Gas Dispensing Facility Lease between the parties hereto dated October 15, 2013 (the "Lease"), are hereby incorporated by reference into this Memorandum.

2. **Leased Premises.** The Leased Premises which are the subject of the Lease are a portion of the Real Property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Real Property"). The Leased Premises include all improvements, appurtenances, easements, and privileges belonging thereto.

3. **Commencement Date of Lease.** The Lease shall be deemed to have commenced on the later to occur of: (a) the date upon which Tenant begins regularly dispensing compressed natural gas ("CNG") from the Leased Premises to customers, or (b) the commencement date of the term of the CNG Supply Agreement between Tenant, as seller, and Landlord, as buyer (the "CNG Supply Agreement"), as set forth within the terms of the Lease.

4. **Initial Term.** The initial term of the Lease shall be ten (10) years from the Commencement Date as stated in the Lease.

5. **Extension Term(s).** Tenant shall have the right, at its election, to extend the term of the Lease by one (1) extension period of ten (10) years or in any other such manner as prescribed in the Lease.

6. **Exclusivity.** The Lease provides that Tenant has the exclusive right to lease the Leased Premises, and the exclusive right to install compressed natural gas

equipment or dispense compressed natural gas from the Leased Premises and the Real Property.

7. **Copies of Lease.** Duplicate copies of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for Landlord and Tenant are as follows:

LANDLORD:

David Wildberger
480 Industrial Circle
P.O. Box 727
Evergreen, Alabama 36401

TENANT:

U.S. Venture, Inc.
Attn: Legal Department
425 Better Way
Appleton, WI 54915

8. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Leased Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for informational purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

9. **Counterparts.** This instrument may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

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LANDLORD:
EVERGREEN TRANSPORT, LLC,
an Alabama limited liability company

By: David Wildberger
David Wildberger
As its: President

STATE OF ALABAMA)
) ss.
COUNTY OF CONECUH)

I, the undersigned, a Notary Public, hereby certify that DAVID WILDBERGER, whose name as PRESIDENT of Evergreen Transport, LLC., an Alabama limited liability company, is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Memorandum of Lease, he, as such PRESIDENT, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 15th day of OCTOBER, 2013.

Anta Busch
Notary Public

[SEAL]

My Commission Expires June 4, 2015

My commission expires _____



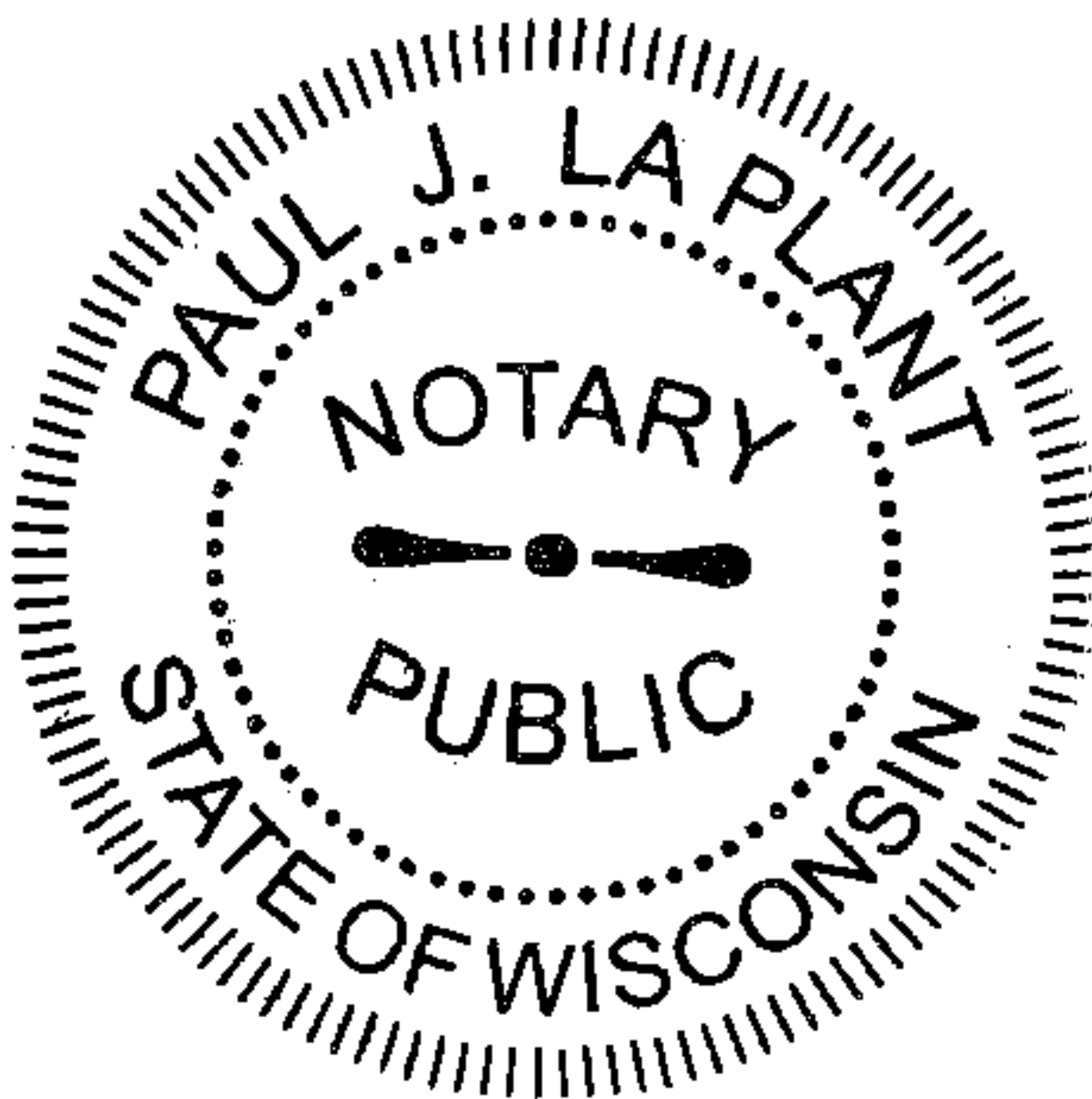
TENANT:
U.S. VENTURE, INC.,
a Wisconsin corporation

By: Marjorie M. Young
Marjorie M. Young
As its: General Counsel and Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

On the 2nd day of December, 2013 before me, the above named Marjorie M. Young personally appeared, to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

[SEAL]



Paul J. LaPlant
Paul J. LaPlant, Notary Public
Outagamie County, Wisconsin
My commission is permanent

This instrument prepared by:

Paul J. LaPlant, Esq.
425 Better Way
Appleton, Wisconsin 54915

Exhibit ALegal Description

Situated in the Shelby County, State of Alabama, described as follows:

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama; and run thence Northerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 1033.09 feet to a point on the Southerly right of way line of Alabama Highway No. 25; thence turn a deflection angle of 90 degrees 07 minutes 00 seconds to the left and run Westerly along said right of way line a distance of 496.70 feet to a point; thence turn a deflection angle of 2 degrees 26 minutes 00 seconds right and continue along said right of way line a distance of 3.30 feet to the point of beginning of the property being described; thence continue along last described course a distance of 200.0 feet to a steel spike set within the limits of an existing asphalt drive or road; thence turn a deflection angle of 92 degrees 18 minutes 30 seconds left and run Southerly within the limits of said asphalt drive and beyond and along an existing barbed wire fence a distance of 1,013.40 feet to a point; thence turn a deflection angle of 88 degrees 19 minutes 05 seconds to the left and run Easterly a distance of 200.0 feet to a point; thence turn a deflection angle of 91 degrees 41 minutes 11 seconds to the left and run Northerly a distance of 1,011.22 feet to the point of beginning.

AND ALSO A PARCEL OF LAND DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama and run thence Northerly along the East line of said quarter-quarter section a distance of 1,033.09 feet to a point on the Southerly line of Alabama Highway No. 25, thence turn a deflection angle of 90 degrees 07 minutes 00 seconds to the left and run Westerly along said right of way line a distance of 496.70 feet to a point, thence turn a deflection angle 2 degrees 26 minutes 00 seconds right and continue along said right of way line a distance of 3.30 feet to the point of beginning of the property being described, thence turn a deflection angle of 92 degrees 15 minutes 46 seconds left and run Southerly a distance of 1,011.22 feet to a point, thence turn a deflection angle of 88 degrees 19 minutes 49 seconds left and run Easterly a distance of 50.0 feet to a point, thence turn a deflection angle of 91 degrees 40 minutes 11 seconds left and run Northerly a distance of 1,010.72 feet to a point on the same said Southerly right of way line of Highway No. 25, thence turn a deflection angle of 87 degrees 46 minutes 14 seconds left and run Westerly along said right of way line a distance of 50.0 feet to the point of beginning.

LESS AND EXCEPT A PARCEL DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East; thence Easterly along the South line of said Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ a distance of 795 feet, more or less, to the West property line; thence Northerly along said West property line, a distance of 975 feet, more or less, to a point that is 50 feet Southwesterly of and at right angles to the centerline of Project No. S-44-10 and the point of beginning of the property herein to be conveyed; thence continuing Northerly along said West property line a distance of 25 feet, more or less, to the present South right of way line of Alabama Highway No. 25; thence Easterly along said present South right of way line a distance of 255 feet, more or less, to the East property line; thence Southerly along said East property line a distance of 25 feet, more or less, to a point that is 50 feet Southerly of and at right angles to the centerline of said project; thence Westerly along a curve to the right (concave Northerly) having a radius of 4186.88 feet, parallel with the centerline of said project, a distance of 255 feet, more or less to the point of beginning.

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Evergreen Transport LLC 8278 Alabama 25, Calera, AL

