



Document 2013 3153

Book 2013 Page 3153 Type 06 047 Pages 7

Date 10/18/2013 Time 9:25 AM

Rec Amt \$37.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is dated as of October 16, 2013, and is by and between **MACKSBURG WIND ENERGY LLC**, an Iowa limited liability company ("Assignor"), and **MIDAMERICAN ENERGY COMPANY**, an Iowa corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement, dated as of September 6, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee all of its right, title and interest in and to those certain agreements and the recorded memoranda thereof as described on Schedule 1 attached hereto (the "Agreements");

WHEREAS, pursuant to the Purchase Agreement, Assignee shall assume all of the Assumed Liabilities (as defined in the Purchase Agreement) relating to the Agreements; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to effect such assignment and assumption and to provide notice to third parties of the Assignment by recording this Assignment in the Public Records of the County (as defined in Schedule 1).

AGREEMENT

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. In accordance with the terms of the Purchase Agreement, Assignor hereby assigns, transfers, sells and conveys to Assignee all of Assignor's right, title and interest in and to the Agreements.

2. In accordance with the terms of the Purchase Agreement, Assignee hereby assumes, and agrees to pay and perform or discharge when due, the Assumed Liabilities relating to the Agreements that arise or accrue from and after the date hereof.

3. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement, including, without limitation, (i) the provisions of Section 10.1 of the Purchase Agreement relating to the survival of the representations, warranties, covenants and agreements of Assignor and Assignee pursuant to the Purchase Agreement, and (ii) the provisions of Section 10.7 of the Purchase Agreement relating to the limitation of Assignor and Assignee's liability pursuant to the Purchase Agreement, and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

4. Assignor and Assignee shall take such action as is reasonably necessary to promptly record this Assignment in the Public Records of the County in the State of Iowa where the memoranda of the Agreements described in Schedule 1 have been recorded. Any cost and tax, if any, required in connection with the recording of this Assignment shall be at the sole cost and expense of Assignee.

5. Assignor does hereby agree, from time to time as and when reasonably requested by Assignee, to execute and deliver (or cause to be executed and delivered) such documents or instruments and to take (or cause to be taken) such further or other actions, as may be reasonably necessary to carry out the purposes of this Assignment.

6. This Assignment shall be construed, interpreted and the rights of the parties hereto determined in accordance with the Laws of the State of Iowa without reference to its choice of law provisions.

7. Assignor represents and warrants that this Assignment is not within the ordinary course of the Assignor's business and affairs, Assignor is a member-managed limited liability company. Assignor's sole member has consented to this transaction and the person signing this Assignment on behalf of Assignor has the authority to do so.

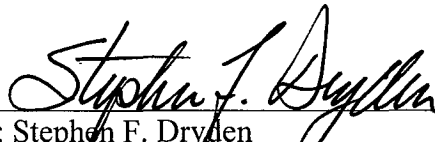
8. This Assignment may be executed in counterparts, each of which will be deemed to be an original and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed by their respective representatives thereunto duly authorized, all as of the day and year first above written.


ASSIGNOR

MACKSBURG WIND ENERGY LLC

By: 
Name: Stephen F. Dryden
Title: Authorized Representative

ASSIGNEE

MIDAMERICAN ENERGY COMPANY

By: 
Name: Adam L. Wright
Title: Vice President, Wind Generation and Development

ASSIGNOR ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF POLK, SS:

This record was acknowledged before me on October 16, 2013 by Stephen F. Dryden, as Authorized Representative of Macksburg Wind Energy LLC.


Notary Public, State of Iowa

My commission expires: 12/17/2014

Stamp or Seal



ASSIGNEE ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF POLK, SS:

This record was acknowledged before me on October 16, 2013 by Adam L. Wright as the Vice President of Wind Generation and Development of MidAmerican Energy Company.

Deborah S Borchert

Notary Public, State of Iowa

My commission expires: 12/17/2014

Stamp or Seal



Schedule 1
Description of Agreements

The following Memoranda of Wind Farm Easement Agreements previously recorded in the Madison County, Iowa (the “County”) real estate records and the Wind Farm Easement Agreements, as amended, described in such Memoranda of Wind Farm Easement Agreements, bearing the following Book and Page Numbers:

Book/Page	Grantor(s)
Book 2013, Page 2968	Ida R. Eivens
Book 2013, Page 3062	Leroy J. Villwok and Donna R. Villwok, Trustees of the Leroy J. Villwok and Donna R. Villwok Living Trust
Book 2013, Page 3065	Michael L. Thompson, et al.
Book 2013, Page 3071	Charles Huddleson, et al.
Book 2013, Page 2970	Craig Cox, et al.
Book 2013, Page 2972	Robert P. Allen
Book 2013, Page 2974	Cary A. White, et al.
Book 2013, Page 2978	Jeffrey R. Kiddoo
Book 2013, Page 2980	Ronald R. Kirkland, et al.
Book 2013, Page 2982	Donald E. Braman, Trustee of the Donald E. Braman Trust, et al.
Book 2013, Page 2993	Willis L. Jones, et al.
Book 2013, Page 3075	Woodson Family Farms LLC
Book 2013, Page 2995	Max J. Tucker, et al.
Book 2013, Page 2998	Roger Caudle, et al.
Book 2013, Page 3078	James E. Gregory, et al.
Book 2013, Page 2999	Jimmie D. Smith, et al.

Book 2013, Page 3079	Margaret K. Smith, et al.
Book 2013, Page 3080	Curtis G. Downing and Michele L. Downing, as Trustees of the The Curtis G. Downing and Michelle L. Downing Revocable Trust
Book 2013, Page 3002	Shirley I. Jackson
Book 2013, Page 3083	Kenneth L. Rogers, et al.
Book 2013, Page 3084	Gary L. Kauffman, et al.
Book 2013, Page 3004	Ruth A. Eivins, et al.
Book 2013, Page 3085	Curt L. Sandahl, et al.
Book 2013, Page 3086	Dale H. Wearmouth, et al.
Book 2013, Page 3087	Daniel Woods, et al.
Book 2013, Page 3088	Bill R. Gibson and Shelly S. Gibson, as Trustees of the Bill and Shelly Gibson Family Trust