



Document 2013 3152

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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

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 and unrecorded 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.

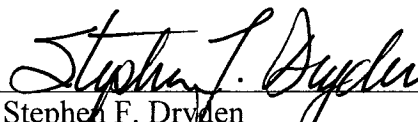
8. This Assignment may be executed in counterparts, each of which will be deemed to be an original and all of which together constitute one and the same instrument.

[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

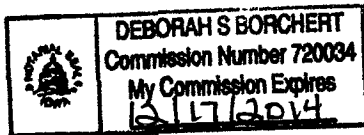
STATE OF IOWA, COUNTY OF POLK, SS:

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

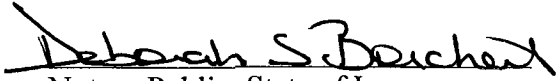
Stamp or Seal



ASSIGNEE ACKNOWLEDGEMENT

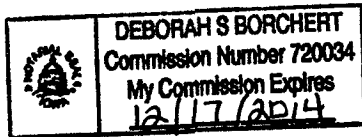
STATE OF IOWA, COUNTY OF POLK, SS:

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


Notary Public, State of Iowa

My commission expires: 12/17/2014

Stamp or Seal



Schedule 1

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

Grantor(s)	Book#/Page#
Ida Rachael Eivins	2013-1645
Leroy J. Villwok and Donna R. Villwok, Trustees of the Leroy J. Villwok and Donna R. Villwok Living Trust	2013-1569
Michael L. Thompson, et al.	2013-1414
Michael L. Thompson, et al.	2013-2127
Charles Huddleson, et al.	2013-1741
Craig Cox, et al.	2013-1225
Leroy J. Villwok and Donna R. Villwok, Trustees of the Leroy J. Villwok and Donna R. Villwok Living Trust	2013-1570
Robert P. Allen	2013-1992
Matthew Charles Allen, et al.	2013-2243
Cary Alan White, et al.	2013-1571
Jeffry R. Kiddoo	2013-1100, with Amended Memorandum at: 2013-2436
Jeffry R. Kiddoo	2013-1101, with Amended Memorandum at: 2013-2436
Craig Cox, et al.	2013-1226
Ronald R. Kirkland, et al.	2013-1644
Jeffry R. Kiddoo	2013-1102, with Amended Memorandum at 2013-2436
Hazel E. Pinckney	2013-1785
Donald E. Braman, Trustee of the Donald E. Braman Trust, created under the Trust Agreement dated December 10, 1996 and Martha Braman, Trustee of the Martha Braman Trust, created under the Trust Agreement dated December 10, 1996	2013-1227
Willis L. Jones, et al.	2013-1572
Woodson Family Farms LLC	2013-1103, with Amended Memorandum at 2013-2905
Ronald R. Kirklan, et al.	2013-1643

Grantor(s)	Book#/Page#
Max J. Tucker and Mary Jo Tucker, husband and wife, Trustees of the Max J. and Mary Jo Tucker Trust dated February 10, 2009	2013-1742
Roger Caudle, et al.	2013-2543
Woodson Family Farms LLC	2013-1104, with Amended Memorandum at 2013-2905
Woodson Family Farms LLC	2013-1105, with Amended Memorandum at 2013-2905
Woodson Family Farms LLC	2013-1106, with Amended Memorandum at 2013-2905
James E. Gregory, et al.	2013-1286
Donald E. Braman, Trustee of the Donald E. Braman Trust, created under the Trust Agreement dated December 10, 1996 and Martha Braman, Trustee of the Martha Braman Trust, created under the Trust Agreement dated December 10, 1996	2013-1228
James E. Gregory, et al.	2013-1287
William Kisgen and Susan Kisgen, trustees of the Kisgen Family Revocable Trust dated January 24, 2000	2013-2266
Lorraine D. Porter, Trustee of Trust B of the Stanley E. Porter and Lorraine D. Porter Revocable 1992 A-B Trust	2013-1573
Jimmie D. Smith, et al.	2013-1740
Woodson Family Farms LLC	2013-1107, with Amended Memorandum at 2013-2905
Connie Sue Waltz, et al.	2013-1642
Margaret K. Smith, et al.	2013-1415
Woodson Family Farms LLC	2013-1108, with Amended Memorandum at 2013-2905
Jeffry R. Kiddoo	2013-1109, with Amended Memorandum at: 2013-2436
Jeffry R. Kiddoo	2013-1110, with Amended Memorandum at: 2013-2436
Lorraine D. Porter, Trustee of Trust B of the Stanley E. Porter and Lorraine D. Porter Revocable 1992 A-B Trust	2013-1574

Grantor(s)	Book#/Page#
Curtis G. Downing and Michelle L. Downing, trustees of the Curtis G. Downing and Michelle L. Downing Revocable Trust dated June 24, 2010	2013-1416, with First Amended Memorandum at: 2013-1990, and Second Amended Memorandum at: 2013-2548
Shirley I. Jackson	2013-1417
Margaret K. Smith, et al.	2013-1418
Curtis G. Downing and Michelle L. Downing, trustees of the Curtis G. Downing and Michelle L. Downing Revocable Trust dated June 24, 2010	2013-1419, with First Amended Memorandum at: 2013-1990, and Second Amended Memorandum at: 2013-2548
Jeffry R. Kiddoo	2013-1111, with Amended Memorandum at: 2013-2436
Kennt D. Pashek, et al.	2013-2677
Jeffry R. Kiddoo	2013-1112, with Amended Memorandum at: 2013-2436
Jeffry R. Kiddoo	2013-1113, with Amended Memorandum at: 2013-2436
Kenneth L. Rogers, et al.	2013-1288
Gary L. Kauffman, et al.	2013-2563
Ruth A. Eivins, et al.	2013-1991
Curt L. Sandahl, et al.	2013-2265
Dale H. Wearmouth, et al.	2013-2544
Daniel Woods, et al.	2013-2545
Bill R. Gibson and Shelly Sankey-Gibson, trustees of the Bill and Shelly Gibson Family Trust under Trust Agreement dated December 4, 2007	2013-2546
Margaret K. Smith, et al.	2013-2547
Paul R. Holzworth	2013-2658
Michael P. Holzworth, et al.	2013-2659