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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared by: Kathleen Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116  
Return to: Stephen F. Dryden, 6205 Mills Civic Parkway, West Des Moines, IA 50266

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### SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Subordination and Non-Disturbance Agreement (the "**Agreement**") is effective this 5<sup>th</sup> day of November 2013, by and between Iowa Select Farms, L.L.P., whose address is 811 S Oak Street, Iowa Falls, Iowa 50126 ("**ISF**"), Macksburg Wind Energy LLC, an Iowa limited liability company, and its successors and assigns, whose address is 6205 Mills Civic Parkway, West Des Moines, Iowa 50266 ("**Macksburg Wind**"), and Woodson Family Farms LLC, whose address is 14401 Trinity Court, Woodstock, IL 60098 ("**Owner**").

The parties are making this agreement for the following reasons:

- A. Owner is the owner of the real property legally described on attached **Exhibit A at Page 6** (the "**Property**").
- B. ISF has an interest in some or all of the Property by virtue of a Manure Easement Agreement dated February 28, 2007, filed March 19, 2007 and recorded in Book 2007 at Page 1081 of the Madison County records (the "**Instrument**").
- C. Owner and Macksburg Wind are the parties to a Wind Farm Easement Agreement ("**Easement Agreement**") that grants easements pertaining to all or a portion of the Property (the "**Easement Properties**") as such term is defined as of the date hereof in the Easement Agreement) to Macksburg Wind. The Easement Properties are shown on **Exhibit B** (to be replaced by **Exhibit C** at a later date) to a Memorandum of Wind Farm Easements ("**Memorandum**") that will be recorded in the public records together with this document.
- D. Effectiveness of the Easement Agreement is conditioned on receipt by Macksburg Wind of all subordination and non-disturbance agreements from lenders and holders of other liens, encumbrances, or interests in the Easement Properties as necessary to assure Macksburg Wind's undisturbed use and enjoyment of the Easement Properties according to the terms of the Easement Agreement. Subject to the terms and conditions herein, ISF desires to cooperate with and assist Macksburg Wind and Owner to make the Easement Agreement effective.
- E. The parties wish to enter into this Agreement to subordinate, on the terms set forth herein, ISF's interest in the Easement Properties to the easements granted to Macksburg Wind in the Easement

Agreement. The parties also wish to confirm Macksburg Wind's possession and rights in the Easement Properties will not be disturbed except as specifically agreed below.

NOW, THEREFORE, in consideration of the above and mutual benefit to the parties, ISF, Macksburg Wind, and Owner agree as follows:

1. **SUBORDINATION.** Whatever right, title, lien, estate and interest ISF now has or may hereafter acquire in the Easement Properties by virtue of the Instrument shall be junior, inferior and subordinate to the rights of Macksburg Wind, its successors and assigns, under the Easement Agreement.

2. **NON-DISTURBANCE.** So long as the Easement Agreement is in full force and effect ISF shall not disturb Macksburg Wind's use and possession of the Easement Properties, nor shall ISF disturb any other rights in the Easement Properties granted to Macksburg Wind in the Easement Agreement, or do anything that would materially interfere with the construction, operation and maintenance of the wind powered electrical generating facility and associated wind farm facilities. Notwithstanding the foregoing, ISF may conduct routine manure applications on the tillable row crop acres of the Property, and Macksburg Wind agrees that such routine manure applications do not disturb Macksburg Wind's use and possession or any other rights of the Easement Properties granted in the Easement Agreement and do not materially interfere with the construction, operation and maintenance of the wind powered electrical generating facility and associated wind farm facilities.

3. **AMENDMENT OF THE EASEMENT AGREEMENT.** Owner and Macksburg Wind shall not amend, amend and restate, supplement or otherwise modify the Easement Agreement in any manner that materially and adversely affects the rights of ISF under the Instrument without ISF's written, prior consent, which consent may not be unreasonably withheld.

4. **INDEMNIFICATION.** Except to the extent of ISF's or ISF's Affiliated Parties' (as defined below) negligence or intentional misconduct, Macksburg Wind shall indemnify, defend, and hold harmless ISF and ISF's Affiliated Parties, from and against any and all liability for injuries and claims for direct damage to the extent that they are caused by: (a) any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, on or about the Property and resulting from or arising out of Macksburg Wind's or Macksburg Wind's Affiliated Parties' exercise of rights granted to Macksburg Wind under the Easement Agreement; (b) the use or occupancy of the Property by Macksburg Wind or Macksburg Wind's Affiliated Parties, or any violation of any federal, state or local law, order, ordinance, rule or regulation by Macksburg Wind or Macksburg Wind's Affiliated Parties; or (c) the breach or non-performance of any of Macksburg Wind's covenants or obligations under this Agreement. Except to the extent of Macksburg Wind's or Macksburg Wind's Affiliated Parties' (as defined below) negligence or intentional misconduct, ISF shall indemnify, defend and hold harmless Macksburg Wind and Macksburg Wind's Affiliated Parties, from and against any and all liability for injuries and claims for direct damage to the extent that they are caused by: (a) any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, on or about the Property and resulting from or arising out of ISF's or ISF's Affiliated Parties' exercise of rights granted to ISF under the Instrument; (b) the use or occupancy of the Property by ISF or ISF's Affiliated Parties, or any violation of any federal, state or local law, order, ordinance, rule or regulation by ISF or ISF's Affiliated Parties; or (c) the breach or non-performance of any of ISF's covenants or obligations under this Agreement.

These indemnifications shall survive the expiration of this Agreement and are binding on and will inure to the benefit of the parties and their successors and assigns. For purposes of this Agreement, Affiliated

Parties means either of such indemnifying party's directors, officers, managers, employees, members, agents, representatives, affiliates, successors and assigns, guests and invitees. Notwithstanding the foregoing, Affiliated Parties shall not include affiliates of Macksburg Wind to the extent of any actions taken by the affiliates pursuant to rights granted under recorded or unrecorded easements for utility or pipeline purposes or other agreements related to those easements.

The indemnities set forth in this section 4 shall not modify or supersede any indemnification provisions contained in the Easement Agreement or the Instrument or the rights of the respective parties thereunder.

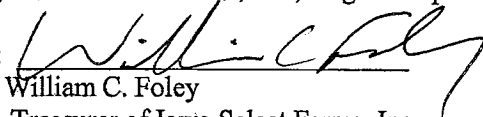
5. **NOTICES.** Any notice or communication required or permitted under this Agreement shall be given in accordance with the procedure in the recorded Memorandum addressed to Macksburg Wind at the address in the Memorandum and to Owner and ISF at the addresses set forth above (as those addresses may be updated by notices given pursuant hereto).

6. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and shall be binding upon Macksburg Wind, Owner and ISF, and their respective heirs, personal representatives, successors and assigns.

**Iowa Select Farms, L.L.P.**

By: Iowa Select Farms, Inc., its general partner

By:

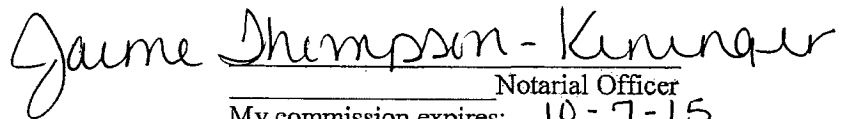
  
William C. Foley

Treasurer of Iowa Select Farms, Inc.

STATE OF Iowa, Harden County, SS:

This record was acknowledged before me on October 31, 2013, by William C. Foley as Treasurer of Iowa Select Farms, Inc., general partner of Iowa Select Farms, L.L.P.





Notarial Officer

My commission expires: 10-7-15

Macksburg Wind Energy LLC, an Iowa limited liability company.

By: *James T. Dimore*  
James T. Dimore Authorized Representative

STATE OF Iowa, Polk County, SS:  
This record was acknowledged before me on November 5, 2013, by  
James T. Dimore as Authorized Representative of Macksburg Wind Energy LLC, an Iowa limited liability company.

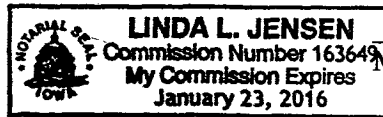


*Michelle R Seifert*  
Michelle R Seifert Notarial Officer  
My commission expires: 11/8/2014

Woodson Family Farms LLC

By: *Ed M Woodson*  
Edward M. Woodson, Co-Manager

STATE OF IOWA, ADAIR County, SS:  
This record was acknowledged before me on October 30, 2013, 2013, by  
Edward M. Woodson as Co-Manager of Woodson Family Farms LLC.



*Linda L. Jensen*  
Linda L. Jensen Notarial Officer  
My commission expires: \_\_\_\_\_

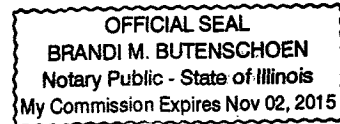
[SIGNATURE CONTINUES ON NEXT PAGE]

Woodson Family Farms LLC

By: Brad D. Woodson  
Brad D. Woodson, Co-Manager

STATE OF IL, McHenry County, SS:  
This record was acknowledged before me on October 30, 2013, by  
Brad D. Woodson as Co-Manager of Woodson Family Farms LLC.

Brandi M Butenschon  
Illinois Notarial Officer  
My commission expires: 11-2-15



**EXHIBIT A**

Legal Description of the Property

Property 028:

The Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Seven (7), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

And

The South Half of the Northeast Quarter (S1/2 NE1/4) of Section Seven (7), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.