

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

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Subordination and Non-Disturbance Agreement (the "Agreement") is effective this 5th day of November 2013, by and between Parks Finishing C4, LLC, whose address is 2021-A Corporate Drive, Wilmington, North Carolina 28405 ("Parks"), 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 Jeffry R. Kiddoo a/k/a Jeffry Ray Kiddoo a/k/a Jeffery Kiddo a/k/a/ Jeff Kiddoo, whose address is 3210 Fawn Avenue, Lorimor, Iowa 50146 ("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 5** (the "Property").
- B. Parks has an interest in some or all of the Property by virtue of a Manure Easement Agreement dated December 14, 2012, filed December 21, 2012 and recorded in Book 2012 at Page 3884 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, Parks 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, Parks'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, Parks, Macksburg Wind, and Owner agree as follows:

1. **SUBORDINATION.** Whatever right, title, lien, estate and interest Parks 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 Parks shall not disturb Macksburg Wind's use and possession of the Easement Properties, nor shall Parks 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, Parks 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 alter, amend and restate, supplement or otherwise modify the Easement Agreement in any manner that materially and adversely affects the rights of Parks under the Instrument without Parks's written, prior consent, which consent may not be unreasonably withheld.

4. **INDEMNIFICATION.** Except to the extent of Parks's or Parks's Affiliated Parties' (as defined below) negligence or intentional misconduct, Macksburg Wind shall indemnify, defend, and hold harmless Parks and Parks'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' negligence or intentional misconduct, Parks 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 Parks's or Parks's Affiliated Parties' exercise of rights granted to Parks under the Instrument; (b) the use or occupancy of the Property by Parks or Parks's Affiliated Parties, or any violation of any federal, state or local law, order, ordinance, rule or regulation by Parks or Parks's Affiliated Parties; or (c) the breach or non-performance of any of Park'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 Parks 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 Parks, and their respective heirs, personal representatives, successors and assigns.

7. **LLC STATEMENT.** Parks represents and warrants it is a manager-managed limited liability company, this transaction is in the ordinary course of business of the limited liability company and the person signing this Agreement has authority to do so on behalf of the limited liability company.

Parks Finishing C4, LLC

By: _____

Printed Name: Lawrence L. Parks

Title: Manager

STATE OF NC, New Hanover County, SS:

This record was acknowledged before me on November 1, 2013, by Lawrence L. Parks as Manager of Parks Finishing C4, LLC.

SHERRY W. SMITH
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires May 6, 2017

Sherry W. Smith
Notarial Officer

My commission expires: May 6, 2017
SHERRY W. SMITH

Macksburg Wind Energy LLC, an Iowa limited liability company.

By: James T. Dimock
James T. Dimock, Authorized Representative

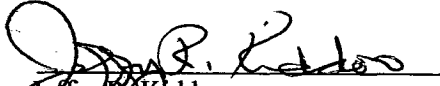
STATE OF Iowa, Polk County, SS:

This record was acknowledged before me on November 5, 2013, by James T. Dimock Authorized Representative of Macksburg Wind Energy LLC, an Iowa limited liability company.

MICHELLE R. SEIFERT
COMMISSION NO. 186924
MY COMMISSION EXPIRES
10/21/2014

Michelle R Seifert
Michelle R Seifert Notarial Officer
My commission expires: 10/21/2014

Jeffry R. Kiddoo


Jeffry R. Kiddoo

STATE OF Iowa, Madison County, SS:
This record was acknowledged before me on November 5, 2013, by
Jeffry R. Kiddoo, a single person.





Michelle R. Seifert Notarial Officer
My commission expires: 12/31/2014

EXHIBIT A

Legal Description of the Property

Property 050:

The Southwest Quarter (SW 1/4) of Section Twenty-three (23), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except the North 4 rods of the West 27 rods thereof.

Also Excepting therefrom Parcel A as shown on Plat of Survey recorded September 17, 2012, in Book 2012, Page 2757 and more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter of the Southwest Quarter and the point of beginning; thence North 00 degrees 28 minutes 27 seconds East along the West line of said Northwest Quarter of the Southwest Quarter a distance of 39.35 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 517.29 feet; thence South 00 degrees 28 minutes 27 seconds West 364.60 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 517.29 feet to the West line of said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 28 minutes 27 seconds East along said West line a distance of 325.24 feet to the point of beginning.