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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

This document was prepared by, and after recording please return to:



Gary M. Myers, 215 10th Street, Suite 1300, Des Moines, IA 50309 (515) 288-2500

ASSIGNMENT AND ASSUMPTION AGREEMENT (SUPPLEMENT NO. 1)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (SUPPLEMENT NO. 1) (this "Assignment") is dated as of November 13, 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 (Supplement No. 1) 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: Stephen F. Dryden
Name: Stephen F. Dryden
Title: Authorized Representative

ASSIGNEE

MIDAMERICAN ENERGY COMPANY

By: A. Wright
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 November 13, 2013 by Stephen F. Dryden, as Authorized Representative of Macksburg Wind Energy LLC.

Sara Houlihan
Notary Public, State of Iowa

My commission expires: 6/14/16

Stamp or Seal



ASSIGNEE ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF POLK, SS:

This record was acknowledged before me on November 13, 2013 by Adam L. Wright as the Vice President of Wind Generation and Development of MidAmerican Energy Company.



Notary Public, State of Iowa

My commission expires: 6/14/16

Stamp or Seal



Schedule 1
Description of Agreements

1. 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 3194	Matthew Charles Allen and Kristi K. Allen
Book 2013, Page 3160	Hazel E. Pinckney
Book 2013, Page 2266	Kisgen Family Trust
Book 2013, Page 3291	Lorraine D. Porter, Trustee of Trust B of the Stanley E. Porter and Lorraine D. Porter Revocable 1992 A-B Trust
Book 2013, Page 3116	Connie Sue Waltz and Kenneth Wayne Waltz
Book 2013, Page 3196	Kenneth D. Pashek and Ann E. Pashek
Book 2013, Page 3162	Paul R. Holzworth
Book 2013, Page 3163	Michael P. Holzworth and Katherine A. Holzworth

2. The following Neighbor Agreements, redacted copies (which copies do not include Exhibits B, C and D) of which were previously recorded in the Madison County, Iowa (the “County”) real estate records, bearing the following Book and Page Numbers:

Book/Page	Grantor(s)
Book 2013, Page 3288	Dennis M. Carpenter and Patricia J. Carpenter
Book 2013, Page 3200	Ronald L. Bane and Donna J. Bane

3. All mortgage subordination, nondisturbance and attornment agreements entered into by Assignor and various lenders, all tenant subordination agreements entered into by Assignor and various farm tenants, and all other subordination agreements entered into by Assignor with other parties in connection with (1) the Agreements set forth in paragraph 1 of this Schedule 1, (2) those Agreements set forth in Schedule 1 to that certain Assignment and Assumption Agreement filed October 18, 2013 in Book 2013, Page 3152 of the Madison County Recorder's Office, (3) those Agreements set forth in Schedule 1 to that certain Assignment and Assumption Agreement filed October 18, 2013 in Book 2013, Page 3153 of the Madison County Recorder's Office, and (4) those Agreements set forth in Schedule 1 to that certain Assignment and Assumption Agreement filed October 18, 2013 in Book 2013, Page 3154 of the Madison County Recorder's Office.