



Document 2014 1477

Book 2014 Page 1477 Type 06 047 Pages 5

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

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

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

e MidAmerican PO 657 Des Moines, Ia 50306-8705

**ASSIGNMENT AND ASSUMPTION AGREEMENT (SUPPLEMENT NO. 3)**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT (SUPPLEMENT NO. 3)** (this "Assignment") is dated as of June 13, 2014, 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.

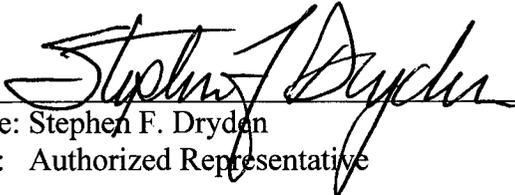
8. This Assignment may be executed in counterparts, each of which will be deemed to be an original and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement (Supplement No. 3) 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 June 13, 2014 by Stephen F. Dryden, as Authorized Representative of Macksburg Wind Energy LLC.

Sara Houlihan  
Notary Public, State of Iowa

My commission expires:

Stamp or Seal



ASSIGNEE ACKNOWLEDGEMENT

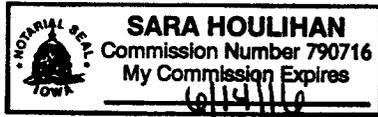
STATE OF IOWA, COUNTY OF POLK, SS:

This record was acknowledged before me on June 13, 2014 by Adam L. Wright as the Vice President of Wind Generation and Development of MidAmerican Energy Company.

Sara Houlihan  
Notary Public, State of Iowa

My commission expires:

Stamp or Seal



Schedule 1  
Description of Agreements

1. 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:

<b>Book/Page</b>	<b>Grantor(s)</b>
Book 2014, Page 1213	Holly Frosch