

BK: 2019 PG: 244
Recorded: 1/14/2019 at 12:21:36.0 PM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.60
Combined Fee: \$35.60
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PLEASE RETURN TO: MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50303-0657
Prepared by: Christopher S. Talcott, Davis Brown Law Firm, 215 10th St. Suite 1300, Des Moines, IA 50309; (515)288-2500

LENDER NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement (this "**Agreement**"), dated as of January 3, 2019, is made and entered into by and between MidAmerican Energy Company, and its successors and assigns ("**Grantee**") and Metropolitan Life Insurance Company ("**Lender**").

RECITALS

A. Grantee and Benshoof Family Farms, LLC ("**Owner**") are parties to a WINDPARK EASEMENT AGREEMENT, as evidenced by that certain MEMORANDUM OF WINDPARK EASEMENT AGREEMENT of even date (together, "**Easement Agreement**"), as those documents may be amended or supplemented from time to time, affecting the real property described on attached Exhibit A (the "**Property**");

B. Lender is the holder of a promissory note secured by a mortgage, deed of trust, or other security instrument (the "**Mortgage**") recorded at Book 2015, Page 3361 in the records of the Madison County Recorder that is a lien on all or a portion of the Property;

C. Grantee has requested that Lender agree not to disturb any rights of Grantee under the Easement Agreement with respect to the Property if Lender forecloses the Mortgage; and

D. Lender is willing to so agree on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender covenants and agrees with Grantee that, provided (i) the Easement Agreement is in full force and effect and (ii) no event of default by Grantee exists under the Easement Agreement beyond the applicable grace period, Grantee's right to possession of the Property, and the terms and provisions of the Easement Agreement, will not be affected or

disturbed by Lender in the exercise of any of its rights under the Mortgage or of any rights otherwise available to Lender at law or in equity.

2. If a Successor Owner (as defined below) comes into possession or ownership of the Property, then such Successor Owner will (i) thereby succeed to the position of the Owner, and Grantee will attorn to the Successor Owner, under the Easement Agreement and (ii) not disturb the possession of Grantee except in accordance with the terms of the Easement Agreement or this Agreement, and the Easement Agreement will continue in full force and effect. **“Successor Owner”** means any person or entity (including, without limitation, Lender or any nominee or designee of Lender) that while this Agreement is in effect acquires possession or ownership of the Property by reason of judicial or non-judicial foreclosure of the Mortgage, any other exercise by Lender of rights and remedies available to Lender as holder of the Mortgage, or delivery of a deed to the Property in lieu of foreclosure. Notwithstanding the foregoing, a Successor Owner will not be:

(a) liable for any act, omission or default of Owner under the Easement Agreement occurring prior to Successor Owner’s possession or ownership, and upon Lender’s transfer to any Successor Owner (other than Lender), Lender shall be automatically released from any liability under the Easement Agreement for actions or omissions which occur at any time following the date of such transfer;

(b) subject to any offsets or defenses which Grantee might have against Owner attributable to actions occurring prior to Successor Owner’s possession or ownership; or

(c) bound by any amendment, modification, waiver or forbearance of the Easement Agreement to the extent such amendment, modification, waiver or forbearance would have a material adverse effect upon any right of Successor Owner without Successor Owner’s written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

3. All notices, requests and communications under this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or by nationally recognized courier service or mailed (first class postage prepaid) to the parties at the following addresses:

If to Lender: MetLife Investment Advisors, LLC.
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210
Attention: Director

If to Grantee: MidAmerican Energy Company
4299 Northwest Urbandale Drive
Urbandale, Iowa 50322
Attention: Vice President- Renewable Energy

All such notices, requests and other communications will (i) if delivered personally or by nationally recognized courier to the address as provided in this Section, be deemed given upon delivery, and (ii) if delivered by mail in the manner described above to the address provided in

2 Arbor Hill, Parcel #AH459

this Section, be deemed given upon receipt. Any party may from time to time change its address or other information for purpose of notices to that party by giving notice specifying such change to the other party.

4. This Agreement is binding upon and will inure to the benefit of the successors and permitted assigns of Lender and Grantee.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Grantee and Lender hereby represent, warrant and covenant to each other, either that (i) it is regulated by the SEC, FINRA or the Federal Reserve (a "**Regulated Entity**"), or is a wholly-owned subsidiary or wholly-owned affiliate of a Regulated Entity or (ii) neither it nor any person or entity that directly or indirectly (a) controls it or (b) has an ownership interest in it of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons ("**OFAC List**") published by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury.

[Remainder of page intentionally left blank; next page is signature page]

Metropolitan Life Insurance Company
a New York corporation

By: MetLife Investment Advisors, LLC,
its investment manager

By: [Signature]
Name: David H. Granoff
Its: Director

STATE OF KANSAS

COUNTY OF JOHNSON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared David H. Granoff, with whom I am personally acquainted, and who, acknowledged himself/~~herself~~ to be a Director of MetLife Investment Advisors, LLC, a Delaware limited liability company, the investment manager of Metropolitan Life Insurance Company, and that ~~she~~, on behalf of such limited liability company as investment manager of such corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of MetLife Investment Advisors, LLC, the investment manager of Metropolitan Life Insurance Company by himself/~~herself~~ as Director of such limited liability company as his/her free act and deed and the free act and deed of said limited liability company as investment manager of such corporation.

Witness my hand and seal this 3rd day of January, 2019.

[Signature]

[Seal]



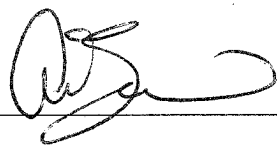
Name: Roberta L Black

Notary Public

My Commission Expires: 08/26/2021

[SIGNATURES CONTINUE ON NEXT PAGE]

MidAmerican Energy Company

By: 

Name: Adam Jablonski

Title: Director, Renewable Energy

STATE OF IOWA, POLK COUNTY) ss:

This record was acknowledged before me on January 10, 2019 by Adam Jablonski as Director, Renewable Energy of MidAmerican Energy Company.


Notarial Officer

STAMP

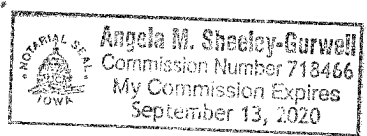


EXHIBIT A

Legal Description

Tract 1: The East 106 $\frac{2}{3}$ Acres of the Southwest Quarter (SW1/4) of Section 26, Township 76, North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" of the Plat of Survey filed in the Office of the Recorder of Madison County, Iowa on January 26, 2000, and recorded in Book 3 page 541, being a part of the S1/2 of the SW1/4 of said Section 26.

Tract 2: The Northeast Quarter (NE1/4) of Section 27, Township 76, North, Range 29 West of the 5th P.M., Madison County, Iowa.