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Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

**MEMORANDUM OF FIRST AMENDMENT TO
WINDPARK EASEMENT AGREEMENT**

Recorder's Cover Sheet

Preparer Information:

Jamie Baker
4299 Northwest Urbandale Drive
Urbandale, Iowa, 50322
Phone: (515) 242-3980

Return Document To:

Attn: Right of Way Services
MidAmerican Energy Company
P.O. BOX 657
Des Moines, IA 50303-0657

Grantor: Russell Dean Lenocker a/k/a Russell D. Lenocker and Susan J. Lenocker, his wife (Parcel 1);
Russell D. Lenocker and Susan J. Lenocker, husband and wife (Parcel 2)

Grantee: MidAmerican Energy Company

Legal Description: See Exhibits A-1 and A-2, pages 8 and 9

**MEMORANDUM OF FIRST AMENDMENT TO
WINDPARK EASEMENT AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO WINDPARK EASEMENT AGREEMENT (this "**Memorandum of First Amendment**") is made and entered into as of this 13th day of February, 2018 by and between Russell Dean Lenocker a/k/a Russell D. Lenocker and Susan J. Lenocker, his wife (Parcel 1); Russell D. Lenocker and Susan J. Lenocker, husband and wife (Parcel 2) ("Owner"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

RECITALS

WHEREAS, Owner and MidAmerican entered into that certain Windpark Easement Agreement dated as of May 12, 2017 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on July 11, 2017 in Book 2017, Page 2146 (the "**Memorandum**").

WHEREAS, pursuant to the Windpark Agreement, Owner granted to MidAmerican certain easements and related rights on, over, above, under, through and across certain real property located in Adair County, Iowa, as more particularly described in Exhibit A-1 attached hereto (the "**Original Property**").

WHEREAS, the parties have entered into that certain First Amendment to Windpark Easement Agreement dated as of the date hereof (the "**First Amendment**") to modify certain provisions of the Windpark Agreement as more particularly set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and MidAmerican hereby agree as follows:

1. Amendments. Owner and MidAmerican hereby acknowledge and agree that the Windpark Agreement has been amended as of the date hereof by the First Amendment as more particularly set forth therein. All of the terms, conditions, provisions and covenants of the First Amendment are hereby incorporated into this Memorandum of First Amendment by reference as though fully set forth herein.
2. Memorandum. The Memorandum is hereby amended as follows:

Exhibit A attached to the Memorandum, which describes the Property, is hereby deleted in its entirety and replaced with Exhibit A-2 attached hereto and incorporated herein by this reference.
3. Interpretation. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Windpark Agreement, as amended by the First Amendment (the "**Amended Windpark Agreement**"). This Memorandum of First Amendment is not intended and may not be construed to modify or alter in any way the terms and conditions of the Amended Windpark Agreement. In the event of a conflict or inconsistency between the provisions of this Memorandum of First Amendment and the terms and conditions of the Amended Windpark Agreement, the Amended Windpark Agreement shall control for all purposes.
4. Effect of Amendment and Memorandum. Except as explicitly amended by the First Amendment, the Windpark Agreement and Memorandum and all riders and exhibits thereto are ratified and confirmed in each and every respect, and the Windpark Agreement and Memorandum, as amended, continue to be in full force and effect.

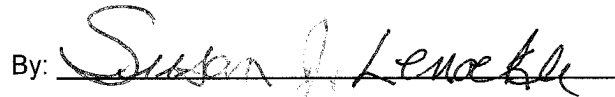
5. Counterparts. This Memorandum of First Amendment may be executed in counterpart copies by one or more parties, each of which shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment as of the date first above written.

"OWNER"

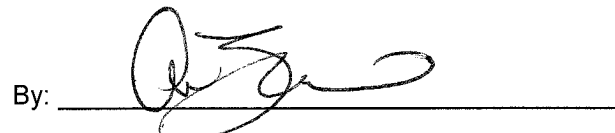
By: 
Name: Russell Dean Lenocker a/k/a Russell D. Lenocker

"OWNER"

By: 
Name: Susan J. Lenocker

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 
Name: Adam Jablonski

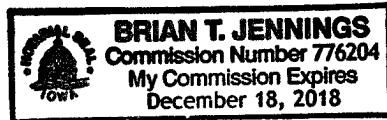
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on February 13, 2018, by Russell Dean Lenocker a/k/a Russell D. Lenocker and Susan J. Lenocker, husband and wife.


Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on MARCH 2, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.


Notary Public in and for said State

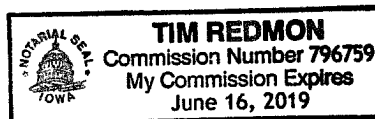


Exhibit A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

Parcel 1

The East 140 Acres of the Southeast Quarter (SE1/4) of Section Nineteen (19), and a tract of land described as follows: Commencing at the Southwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty (20), running thence East 80 rods, thence North 25 feet, thence West 80 rods, thence South 25 feet to the place of beginning; all in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND

The North Half (N1/2) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Sixteen (16), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Parcel 2

The E1/2 of the NW1/4 of Section 33, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Exhibit A-2

AMENDED DESCRIPTION OF THE PROPERTY

Parcel 1

The East 140 Acres of the Southeast Quarter (SE1/4) of Section Nineteen (19), and a tract of land described as follows: Commencing at the Southwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty (20), running thence East 80 rods, thence North 25 feet, thence West 80 rods, thence South 25 feet to the place of beginning; all in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND

The North Half (N1/2) of the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Sixteen (16), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Parcel 2

The E1/2 of the NW1/4 of Section 33, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.

AND

Parcel "B" in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in Book 3, Page 646, in the Office of the Recorder of Madison County, Iowa.