

GAS TRANSITION SERVICES AGREEMENT

This Gas Transition Services Agreement (the "Agreement") is dated as of the 2nd day of June, 2006 by and between Interstate Power and Light Company ("IPL"), an Iowa corporation, and Jo-Carroll Energy, Inc., an Illinois not-for-profit corporation (hereinafter called "JCE").

RECITALS

WHEREAS, IPL owns and operates a natural gas utility business serving portions of Carroll and Whiteside Counties in the State of Illinois, and some of the assets owned by IPL and used to transport natural gas to customers in Carroll and Whiteside Counties are located in Henry County in the State of Illinois;

WHEREAS, IPL also owns and operates an electric utility business serving portions of Jo Daviess, Carroll and Whiteside Counties in the State of Illinois;

WHEREAS, IPL has agreed to sell to JCE, and JCE has agreed to purchase from IPL, such natural gas and electric business and the facilities and assets comprising such business pursuant to the terms and conditions set forth in that certain Asset Purchase Agreement dated as of June 30, 2005 by and between IPL and JCE (the "Asset Purchase Agreement");

WHEREAS, as part of the transactions contemplated under the Asset Purchase Agreement, the parties thereto agreed that IPL would provide certain gas operations and maintenance services and related gas transition services to JCE pursuant to the terms and conditions of that certain Gas Transition Services Term Sheet attached as Schedule 5.19 to the Asset Purchase Agreement plus such other terms and conditions as are set forth in this Agreement; and

WHEREAS, the parties hereto desire to set forth the definitive terms and conditions governing IPL's provision of gas operations and maintenance services and related gas transition services to JCE by entering into this Agreement.

NOW, THEREFORE, for the consideration set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

ASSUMPTIONS AND CONDITIONS

1.1 General Assumptions. JCE is the owner, operator and manager of the gas utility. IPL will provide specific services on a contract basis for JCE for a transition period of time. It is expected that as JCE transitions into full operation of the gas utility, IPL's role as a contractor for JCE will correspondingly decline.

1.2 Savanna Facilities. IPL shall be entitled to use JCE's Savanna office, yard and storage facilities as reasonably required to carry out its obligations hereunder, including the use and/or storage of office equipment, tools, vehicles, raw materials and supplies required for the

performance of services hereunder. IPL shall be entitled to indoor warehouse space with dimensions of approximately 46 feet long x 9 feet wide x 12 feet high. In addition, IPL shall be entitled to office space for two employees with an area of approximately 6 feet x 8 feet, with space for telephone, fax, handheld data collection devices, and one computer workstation. IPL shall be entitled to an approximately 6 foot by 6 foot heated warehouse area for a workbench area for test equipment, tools and supplies. IPL shall be entitled to outdoor parking in the fenced yard area for two full size pickup trucks or vans, and occasionally as workload dictates the overnight parking of gas system related excavation equipment and construction vehicles. All such areas shall be secured by using commercially reasonable methods of security. IPL shall be entitled to all rights of ingress, egress and access necessary to access each such area. IPL shall comply with commercially reasonable security and safety policies of JCE, after such policies have been provided to IPL in writing by JCE and reviewed and approved by IPL's security and safety departments, which approval shall not be unreasonably withheld. JCE shall institute and comply with commercially reasonable security and safety policies to protect all equipment, materials, tools, and other items owned by IPL. Neither party hereto shall use the other party's personal property without first obtaining the consent of the other party for the use thereof.

1.3 GIMMS & GIS Systems. The Gas Inspection Maintenance Management System ("GIMMS") and Geographic Information System ("GIS") systems are maintained with up-to-date system information. IPL will maintain new customer and other customer or premise changes in the appropriate IPL information technology ("IT") system(s). If engineering work is done by JCE or a third party, JCE will be responsible for informing IPL of such changes and for the costs associated with getting this information updated in the IT system(s). In this case, JCE will be responsible for the accuracy of this data.

1.4 No IT Systems or Services. No IT systems services or equipment are included in this Agreement; however, during the course of this Agreement, the parties will transfer the information contained in the GIMMS and GIS system necessary and appropriate to enable JCE to support its own gas system operations and maintenance.

1.5 Capital Spending. JCE will ensure that appropriate levels of capital spending will be dedicated to maintaining the system in approximately the same age and condition that existed before the Closing Date (as defined in the Asset Purchase Agreement) which the parties currently anticipate will not differ materially from that set forth in the Data Room (as defined in the Asset Purchase Agreement).

1.6 Gas Operations & Maintenance. JCE will determine the gas operations and maintenance practices and work plans necessary to operate the gas system. JCE has indicated that initially they will conduct business using the practices and plans previously used by IPL.

1.7 Similar Operations; Regulatory Compliance. The services and pricing set forth in this Agreement are structured under the assumption that JCE shall operate the business in substantially the same manner, and under the assumption that the gas system will follow all applicable current regulatory and code requirements. As JCE makes changes in operations and maintenance plans, or as regulatory or code requirements change, review and amendment of the pricing and other terms of this Agreement may be required.

1.8 New Initiatives. The costs of any new initiatives (whether code, regulatory, maintenance driven or other) are not included in this Agreement and will be negotiated if required.

1.9 Compliance Records. Until JCE has its IT systems established, compliance records will be maintained on IPL's IT systems. JCE will be promptly provided with information or reports and will maintain the official records for the operation and management of the gas utility. When possible, IPL will provide this information and these reports electronically; otherwise, this information and these reports will be promptly provided in paper form.

1.10 SCADA. JCE will insure that accurate supervisory control and data acquisition ("SCADA") information will at all times be available to IPL for purposes of providing gas supply and transportation services to JCE. The parties will work together to develop a format and frequency for making the SCADA information available to JCE.

1.11 Illinois Approvals and Licenses. IPL shall obtain and maintain all government approvals and licenses required to allow IPL to perform the services in the jurisdictions where the services are to be performed hereunder.

ARTICLE 2

SCOPE OF SERVICES

2.1 Gas Transition Services. IPL will perform the following services, which are included in the Annual Fee (as defined in Section 4.1) unless otherwise noted:

- (a) **Meter Services and Gas Meter Testing.** These services will be performed according to Illinois Commerce Commission specifications and will include shop testing of residential gas meters, premise testing of commercial and industrial meters, testing of new meter installations, and routine meter maintenance as required.
- (b) **Distribution Dispatch Center Services.** These services include 24 hour per day coverage to receive and process calls related to emergency and planned work related to the gas system. These services also include dispatching gas emergency orders, disconnects and reconnects, along with miscellaneous other same day service requests.
- (c) **Gas Operations and Maintenance Services.**
 - (i) **Code Inspections.** These services include the completion of all code required inspections for residential services, public buildings, corrosion protection test points, isolated steel services, valves, inspections of casings, rectifiers and regulator stations, odorometer sniff tests, transmission surveys (including annual class location survey), mobile leak survey, and patrols in accordance with current schedules and practices.

(ii) Customer Related Operations. These services include gas disconnect/reconnects, gas turn on/turn offs, gas meter exchanges, removals and installations.

(iii) Maintenance and Operation Services. These services include the following routine, basic maintenance, operations and repair activities:

- Routine main, service and metering maintenance, operations and repair activities include:

Routine operations and maintenance (“O & M”) activities include repair leaks; touch-up painting; raise/lower or straighten meters; modify residential meter set, piping, meter stops, etc.; maintain, operate and lubricate valves; stop gas flow with squeeze off tools; inspecting pipe condition; wrapping steel pipe; replace/exchange regulators; minor landscaping for the above type work if less than 1 hour duration; tighten fittings; replace short pipe sections (5 feet or less) on 125 psig system or lower; typically routine work that can be done with a 4 foot X 6 foot bell hole, one hour restoration (excluding time to backfill) and one yard or less of black dirt; and complete required paperwork.

- Routine station maintenance, operations and repair activities include:

Perform annual routine maintenance; touch-up paint; operate/exercise/grease valves; check odorizer operation; repair minor gas and fluid leaks in odorizer; fill odorant (cost of odorant would be an additional charge); tighten fittings; minor gate and fence maintenance; check and maintain fluid levels in pre-heaters; annual glycol solution tests; add minor glycol (replacement cost of glycol would be an additional charge); monitor SCADA; check remote terminal unit (“RTU”) operation; maintain markers and warning signs; clean and lubricate equipment; change charts.

- Routine emergency response includes:

Perform routine emergency response during normal business hours. Routine emergency service includes responding to emergency calls for gas odors, carbon monoxide, system problems and any other emergency calls requiring the dispatch of a gas emergency responder. Routine emergencies can typically be performed by a crew of three (3) employees in a normal eight (8) hour day or less, including dispatch and travel time.

- Materials:

Routine (“PAR,” “Exempt,” “Truck Stock”) materials are included for the above routine services as specified in Appendix A to this Agreement. Appendix A is subject to change without notice.

- (d) **Watch and Protect Services.** These services include coordination, oversight and support of the Watch and Protect function, as detailed in Appendix B to this Agreement. Actual monitoring will be performed by a third party locating contractor(s) whose costs will be passed through to JCE.
- (e) **Other Transition Services.**
- (i) **Outsourced Contracts.** These services include the coordination and oversight of work being performed by third party contractors in the areas of gas construction and maintenance, locating underground gas facilities, and materials supply.
 - (ii) **Management Updates.** IPL will provide routine updates to JCE regarding work performed by IPL. JCE and IPL will work together to develop a procedure for reporting significant defects in the JCE natural gas facilities which come to IPL’s attention.
 - (iii) **Gas Distribution Engineering and Planning.** These services include assisting JCE in the following: system network modeling to evaluate system capacity; evaluation of the impact of large new customer loads and subdivisions; evaluation of code compliance inspection results; evaluation of operational and maintenance issues that surface such as poor corrosion protection, leaks, emergency shutdown zone requirements, pressure problems; review of SCADA pressure reports; assist in capital budget preparation by forecasting and recommending blanket level and capital spending; and annually survey all transmission lines to identify all High Consequence Areas (as defined in Part 192(o) of the Code of Federal Regulations) in compliance with the Pipeline Integrity Management Program (as defined in Part 192(o) of the Code of Federal Regulations), including risk and baseline assessment. Direct assessment and mitigation are out-sourced functions that will be provided at IPL’s then current time and materials rates.
 - (iv) **Gas Compliance.** These services include providing assistance to JCE in JCE’s management of the following: the monthly and annual purchased gas adjustment clause filing information; preparing the required Federal Energy Regulatory Commission (“FERC”) gas accounting report information; other routine regulatory reporting (if any), and the preparation of necessary annual federal and state reports related to the operation and maintenance of the gas system; responding to routine data requests that JCE receives from regulatory agencies; participating in ICC record and field audits, as requested by JCE; coordinating the performance and completion of required code inspections and maintenance and

documenting any necessary code inspection results, as required; notifying the proper federal and state regulatory agencies of incidents, as required; and assisting JCE in complying with operator qualification and Department of Transportation drug and alcohol plans for JCE's reporting and documentation requirements.

- (v) Administrative Services. Routine administrative services performed in support of the gas transition, supply, and transportation services to be provided hereunder by IPL.

2.2 Gas Supply and Transportation Services. The following gas supply and transportation services will be provided by IPL as part of the Annual Fee: natural gas purchasing and purchase planning; transportation and storage contract negotiation; coordination, scheduling, balancing and operational dispatching; and optimization of the transportation and storage assets for JCE's system and for off system sales on JCE's behalf. JCE will be responsible for: gas commodity costs; all upstream pipeline transportation costs (including, without limitation, charges for transportation service provided by Natural Gas Pipeline Company of America ("NGPL") and Northern Natural Gas Company ("NNG")); natural gas storage demand and variable charges; and daily balancing and imbalance cash-out costs associated with the provision of interstate pipeline and natural gas storage services. JCE will also be responsible for any costs associated with establishing service with the pipeline companies as appropriate.

- (a) Gas Purchasing and Gas Purchase Planning. IPL will provide both the planning and actual purchase of gas commodity on behalf of JCE for both daily and monthly system needs. All gas commodity costs will be passed on to JCE at cost.
- (b) Gas Scheduling and Operational Dispatching. IPL will nominate and confirm deliveries on the upstream interstate pipelines as JCE's agent. IPL will also perform intraday dispatch, call system interruptions and call constraints on transportation customers as needed.
- (c) Reporting of Pipeline Volumes and Charges to JCE. IPL will review interstate pipeline invoices, work with the pipelines to correct any errors and recommend the invoices to JCE for payment. JCE will directly pay all pipeline costs to the upstream pipelines, including overrun costs. IPL will also collect pipeline volume reports and furnish them to JCE.
- (d) Initial Daily Load Forecasting Model. IPL will provide a daily load forecasting model and peak day forecast only for the first year of this Agreement. After the first year of this Agreement, JCE will be responsible for, and will provide to IPL, all daily load forecasting models and peak day forecast. Any future improvements and forecasts will be the responsibility of JCE.
- (e) Pipeline Capacity Planning and Negotiation. IPL will review and recommend any changes to JCE's pipeline capacity as well as assist JCE in negotiations with

NGPL and NNG for this capacity. IPL will perform these reviews in accordance with IPL's then-existing pipeline capacity review procedures.

- (f) **Pipeline Transportation.** IPL will permanently release 5,000 MMBTUs of NGPL and 3,750 MMBTUs of NNG pipeline transportation capacity to JCE. This release will be timed to occur on the closing date of the transactions contemplated under the Asset Purchase Agreement. JCE will in turn appoint IPL as its agent on the replacement contracts. JCE will directly pay all pipeline demand and variable costs associated with these contracts. IPL will manage the transportation contracts on JCE's behalf. This management may involve making gas sales and may also involve the temporary release of transportation capacity during off-peak periods. See Exhibit 2.2 hereto for the details of the pipeline transportation capacity to be released.
- (g) **Pipeline Storage Demand and Variable Costs.** IPL will permanently release 85,000 MMBTUs of NGPL and 120,000 MMBTUs of NNG storage capacity to JCE, who in turn will appoint IPL as its agent on the replacement contracts. JCE will directly pay all storage demand and variable costs associated with these contracts. IPL will manage the use of these storage contracts on JCE's behalf. See Exhibit 2.2 hereto for the details of the NGPL and NNG storage capacity to be released.
- (h) **Daily Balancing.** IPL will release 350 MMBTUs of NNG's system management service to JCE. JCE will directly pay actual variable and demand costs. NGPL's storage service has a balancing service embedded within it, so no separate no-notice service is required. See Exhibit 2.2 hereto for the details of NNG's system management service to be released.
- (i) **Penalties.** All penalties incurred on the interstate pipeline system shall be passed through to JCE.

2.3 Additional Services Not Included in Annual Fee. The following services are additional services that are not included in the Annual Fee, but instead will be provided on a time and materials basis as agreed to by the parties hereto. These services shall be performed at IPL's then current time and material rates as set forth in Appendix C.

- (a) **Non-Routine Main, Service and Metering Work.** All main, service, and metering work not set forth in Section 2.1(c)(iii) is considered non-routine, and includes, but is not limited to:
 - (i) replacing, raising/lowering or modifying sections of pipe longer than 5 feet; stopping gas flow without valves on steel pipe; any work requiring line stopper and tapping equipment; any work involving replacing, raising/lowering or modifying pipe above 125 psig; any tapping and stopping work; any valve repair/replacement; or any modification or repair of large commercial and industrial gas meter sets (welded sets with solid bypass requiring welding and cutting versus threading and pipe fitting);

any services relating to inspection, remediation, or repair of facilities under water.

(b) **Non-Routine Station Maintenance, Operation and Repair Activities.** All station maintenance activities not set forth in Section 2.1(c)(iii) are considered non-routine, and include, but are not limited to:

(i) sandblasting and painting; replacing, raising/lowering or modifying pipes, valves, flanges, and fittings; replacing pumps, odorizers, timers; performing work requiring trouble-shooting, repair or replacement of SCADA, RTU, logic circuits or electronic equipment; and the like.

(c) **Non-Routine Emergency Response.** All emergency response services not set forth in Section 2.1(c)(iii) are considered non-routine, and include, but are not limited to, responding to after hours (non-business hours) or non-routine emergency calls for gas odors, carbon monoxide, system problems and any other emergency calls requiring the dispatch of a gas emergency responder.

Non-routine emergency calls would be any incident requiring more than a crew of three (3) employees for more than a normal eight (8) hour day (including dispatch and travel time) to restore the system to normal, including protecting life and property, assessing situation, gaining control, making repairs and returning system to normal (including relighting and inspecting gas appliances).

(d) **Capital Projects.**

(i) **Large Gas New Customer Infrastructure.** These additional services include but are not limited to development of system infrastructure required for significant new customer expansion (i.e., subdivisions, industrial parks, large commercial developments, and the like), including application for service, engineering design, material specification and acquisition, construction, work order closing and mapping of new facilities.

(ii) **New Gas Service.** These additional services include but are not limited to work required to add new gas customers to the system (i.e. new homes, small businesses, streetlights, and the like), including application for service, engineering design, material specification and acquisition, construction, work order closing and mapping of new facilities.

(iii) **System Improvement Projects.** These additional services include, but are not limited to, upgrading, repairing or replacing existing gas facilities (including engineering design, material specification and acquisition, construction, work order closing and mapping of upgraded facilities).

(e) **Non-Routine Materials.** All O & M materials, meters, regulators, and materials for capital work not set forth in Section 2.1(c)(iii) (which materials are further

specified under Appendix B) are considered non-routine, and will be charged to the appropriate account/work request and billed to JCE.

2.4 Services Not Provided by IPL. The following costs and services will not be provided by IPL and are not part of the services to be performed by IPL under this Agreement.

- (a) **Gas Commodity, Pipeline and Storage Costs.** IPL shall not be responsible for the payment of any pipeline transportation, balancing, imbalance or storage costs.
- (b) **Rate Cases.** IPL will not perform any rate or revenue requirement analysis, any cost of service studies, or any other rate related work for JCE under this Agreement.
- (c) **Regulatory Filings.** JCE shall be responsible for the costs and resources needed for all regulatory filings.
- (d) **Underground Facility Locating/JULIE 1 Call System Costs–IPL Cost/Ticket.** JCE shall be responsible for all third party costs associated with locating, monitoring, and/or protecting JCE’s underground facilities. IPL will not locate underground facilities for JCE under this Agreement.
- (e) **Billing, Cash Handling, Credit and Collections.** JCE shall perform all billing, cash handling, credit and collections functions. IPL will not perform any of these functions for JCE under this Agreement.
- (f) **Meter Reading.** JCE shall perform all meter reading functions. IPL will not perform any of these functions for JCE under this Agreement.
- (g) **MGP Site Costs/Issues/Remediation.** JCE shall be responsible for all costs associated with the MGP sites. IPL will not perform any environmental, legal or remediation services for JCE under this Agreement.
- (h) **Changeover of Labels, Tags, Markers, etc.** JCE shall be responsible for all costs associated with changing labels, tags, markers, and any other items to reflect the change in ownership of the assets.
- (i) **Future Rule and Regulation Changes.** Any future costs incurred due to changes in rules or regulations shall be the responsibility of JCE.
- (j) **Telecommunication/SCADA Costs.** JCE shall be responsible for all costs of upgrading, replacing, maintaining, and operating SCADA, radio, and communications equipment, as well as any third party telecommunication costs.
- (k) **System Material or Equipment Upgrades.** JCE shall be responsible for all costs associated with system material or equipment upgrades or changes.
- (l) **Community Relations, or Public and Customer Education and Awareness Costs.** JCE shall be responsible for all community relations and public and

customer education and awareness activities and related costs. These costs include, but are not limited to, costs for postage, billing inserts, pamphlets, brochures, promotional materials, meals and refreshments, meeting accommodations, sponsorship fees, consultants or third party fees, rental fees, materials and supplies.

- (m) **Account Management.** JCE shall be responsible for all account management activities and related costs.
- (n) **Integrity Management Program; Related Direct Assessment and Mitigation.** Risk and baseline assessments related to the Integrity Management Program (“IMP”) will be performed by IPL in accordance with Section 2.1(e)(iii), as a part of the Annual Fee. All other work and costs related to the IMP will be performed by JCE or a third party at JCE’s cost. This other work includes, but is not limited to, developing plans, engineering, direct or indirect assessment, repairs, mitigation and field activities, involving the transmission facilities related to the IMP.

ARTICLE 3

TERM; TERMINATION

3.1 Term. The term of this Agreement is five (5) years from the date hereof unless otherwise mutually agreed to by the parties hereto or unless terminated earlier pursuant to Section 3.2 hereof.

3.2 Termination.

- (a) **Partial Termination by JCE.** If JCE determines in its sole discretion that it is able to provide one or more of the services provided under this Agreement in a manner that does not have a material adverse economic effect on the customers of JCE, JCE may terminate the service under this Agreement after twelve (12) months notice and the parties will negotiate in good faith to determine a new fixed-price for the remaining services provided by IPL.
- (b) **Complete Termination by JCE.** If JCE determines in its sole discretion that it is able to provide substantially all of the services provided under this Agreement in a manner that does not have a material adverse economic effect on the customers of JCE, JCE may terminate this Agreement after twelve (12) months written notice to IPL.
- (c) **Termination by IPL.** If IPL determines in its sole discretion that the price to be paid to IPL under this Agreement does not result in a reasonable profit to IPL due to the level of services required of IPL under this Agreement, then IPL shall so notify JCE and the parties shall have six months to attempt to mutually agree on a new pricing structure for the remaining term of this Agreement. If the parties fail to agree on a new pricing structure, then either party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

ARTICLE 4

COST OF SERVICES; BILLING AND PAYMENT

4.1 Annual Fee. JCE shall pay to IPL an annual fee (the “Annual Fee”) for the services provided by IPL, payable in equal monthly installments in arrears on the first business day of each month, as follows:

- Year 1 \$950,000
- Year 2 \$973,750
- Year 3 \$998,094
- Year 4 \$1,023,046
- Year 5 \$1,048,622

4.2 Pass Through Costs. Notwithstanding anything in this Agreement to the contrary, the Annual Fee shall not include the time and material services or third party charges set forth in Section 2.3 or Section 2.4. All such time and material costs, services, and third party charges will be passed through to JCE and will be detailed and included on the regular monthly bill for the monthly installment of the Annual Fee.

4.3 Billing and Payment. Payment for all gas commodity costs shall be due on the 25th day of each month. If the 25th day is not a business day then the payment date shall be the next business day after the 25th day of such month.

ARTICLE 5

INDEMNITY AND WARRANTY PROVISIONS

5.1 JCE Indemnification. JCE will indemnify, defend and hold harmless IPL, its affiliates and their respective directors, officers, employees and agents (each a “IPL Covered Party”) from and against any claims, actions, liabilities, losses, judgments, injunctions, damages, fines, penalties, interest, fees, and expenses (including reasonable attorneys’ fees, expert fees, and costs of litigation) incurred by an IPL Covered Party, to the extent the same arises from or relates to (a) any breach by JCE of this Agreement, or (b) any act or omission constituting gross negligence, fraud, or willful and wanton misconduct on the part of JCE, its affiliates or any of their respective members, directors, officers, employees or agents (each a “JCE Covered Party”).

5.2 IPL Indemnification. IPL will indemnify, defend, and hold harmless each JCE Covered Party from and against any claims, actions, liabilities, losses, judgments, injunctions, damages, fines, penalties, fees, interest, and expenses (including reasonable attorneys’ fees, expert fees and costs of litigation) incurred by a JCE Covered Party to the extent the same arises from or relates to (a) any breach by IPL of the IPL service warranty set forth in Section 5.5 of this Agreement, or (b) any act or omission constituting gross negligence, fraud, or willful and wanton misconduct on the part of an IPL Covered Party in performing under this Agreement.

5.3 No Liability for Consequential, Indirect or Similar Damages. In no event will either party hereto (including each IPL Covered Party and each JCE Covered Party) be liable to the other party hereto for consequential, incidental, indirect, special, punitive or exemplary losses, damages or liabilities (including, but not limited to, business interruption, lost business, lost profits, or lost savings) incurred by the other party or its affiliates, directors, officers, employees or agents even if it has been advised of the possible existence of such losses, damages or liabilities. Liability of a party under this Agreement shall be limited to actual out-of-pocket net damages suffered by the party seeking indemnification under this Agreement and shall be reduced by any federal, state or local tax benefits realizable by the Indemnitee or any of its affiliates as the result of the loss related to such breach or nonperformance, and the remedies provided for under this Agreement shall be the sole and exclusive remedies of the parties hereto.

5.4 Limitation of Liability; Survival Period. The total aggregate liability of IPL (including each IPL Covered Party) with respect to claims for damages arising out of, or in connection with services furnished under this Agreement, or any amendment thereto, shall in no case exceed the amount paid to IPL under this Agreement in the twelve (12) months immediately preceding the date of the indemnified claim. No party hereto may commence a claim for indemnification under this Agreement unless the claim is commenced (a) with respect to claims between an IPL Covered Party and a JCE Covered Party for breach of this Agreement, within one (1) year after the expiration of this Agreement, or (b) with respect to claims brought by a third party against either an IPL Covered Party or a JCE Covered Party, or both, within one (1) year after the third party claim is commenced against the party seeking indemnification.

5.5 Service Warranty. IPL shall perform the services (and any additional services, if agreed to pursuant to the terms hereof) in conformance with Good Utility Practice. “Good Utility Practice” means any of the standard practices, methods, or actions customary to the gas utility industry during the relevant time period, or any of the practices, methods, or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. THE ABOVE WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY IPL, AND IPL HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SUITABILITY.

5.6 Contributory Fault. It is the intent of the parties hereto that, where a party’s gross negligence, fraud or willful and wanton misconduct are determined to be contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party’s gross negligence, fraud, or willful and wanton misconduct pursuant to the indemnification provisions of Sections 5.1 and 5.2.

5.7 Hazardous Materials. Nothing in this indemnity shall require IPL to take ownership of or be responsible for hazardous materials or conditions which exist on JCE’s

property or facilities prior to the Effective Date of the Asset Purchase Agreement. JCE agrees to indemnify, defend and hold harmless IPL from and against any imposition of liability upon IPL pursuant to environmental laws or regulations by reason of IPL's performance of services hereunder, except as otherwise expressly set forth in Section 5.2.

5.8 Dispute Resolution.

- (a) **Administrative Committee Procedure.** If any disagreement or claim arises on matters concerning this Agreement, the disagreement or claim shall be referred to senior management representatives of each party, who shall attempt to timely resolve the matter. If such representatives can resolve the matter, such resolution shall be reported in writing to and shall be binding upon the parties. If such representatives cannot resolve the matter within a reasonable time, or a party fails to appoint a representative within ten (10) days of written notice of the existence of a disagreement or claim, then the matter shall proceed to arbitration as provided in Section 5.8(d).
- (b) **Notice of Claim.** As soon as reasonably practicable after deciding to invoke the dispute resolution procedure set forth in this Section 5.8, the aggrieved party will promptly provide written notice (a "Notice of Claim") to the other party. A Notice of Claim will specify, in reasonable detail, the facts known to the aggrieved party regarding the claim. Subject to Section 5.4, the failure to provide (or timely provide) a Notice of Claim will not affect the Indemnitee's rights to indemnification; provided, however, the Indemnitor is not obligated to indemnify the Indemnitee to the extent that the Indemnitor is materially prejudiced by the failure to deliver timely a Notice of Claim.
- (c) **Amount of Indemnification.** After the giving of any Notice of Claim pursuant hereto, the amount of indemnification to which an Indemnitee shall be entitled under this Article 5 shall be determined (subject to the other provisions of this Article 5) (i) by the written agreement between the Indemnitee and the Indemnitor; (ii) by a final determination of the arbitrator(s) (in accordance with the provisions of this Section 5.8 or a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnitee and the Indemnitor shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnitee shall have the burden of proof in establishing the amount of actual damages suffered by it.
- (d) **Binding Arbitration.**
 - (i) **Claims Covered by the Agreement.** If pursuant to Section 5.8(a), the parties are unable to resolve a disagreement arising on a matter pertaining to this Agreement, the parties mutually consent to the resolution by arbitration of all claims or controversies ("Claims") arising under or related to this Agreement. The Claims covered by this Agreement

include, but are not limited to breach of contract, indemnity and warranty claims under Article 5.

- (ii) Arbitration Procedures; Miscellaneous. The parties agree that the procedures and miscellaneous provisions set forth in Appendix D attached hereto and incorporated herein by reference will apply.
- (iii) Survival. This Agreement to arbitrate will survive the termination of this Agreement.
- (iv) Confidentiality. All aspects of the proceedings provided for by this arbitration agreement, including the exchange of information during discovery, the hearing, and the record of the proceedings are confidential and will not be open to the public, except (a) to the extent the parties agree otherwise in writing, (b) as may be appropriate in any subsequent proceedings between the parties, or (c) as may otherwise be appropriate in response to a governmental agency or legal process.
- (e) Preliminary Injunctive Relief. Nothing in this Section 5.8 shall preclude, or be construed to preclude, the resort by either party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction to preserve the status quo or avoid irreparable harm pending arbitration pursuant to this Section 5.8.
- (f) Settlement Discussions. The parties agree that no written statements of position or offers of settlement made in the course of the dispute process described in this Section 5.8 will be offered into evidence for any purpose in any litigation or arbitration between the parties, nor will any such written statements or offers of settlement be used in any manner against either party in any such litigation or arbitration. Further, no such written statements or offers of settlement shall constitute an admission or waiver of rights by either party in connection with any such litigation or arbitration. At the request of either party, any such written statements and offers of settlement, and all copies thereof, shall be promptly returned to the party providing the same.

5.9 Cooperation and Joint Defense of Third Party Claims.

- (a) The parties agree to cooperate in the investigation, defense and settlement of a Third Party Claim which either party reasonably believes may involve indemnification obligations under this Article 5. As used in this Agreement, the term “Third Party Claim” means a claim by any party that is neither an IPL Covered Party nor a JCE Covered Party proceeding. Where a Third Party Claim is commenced against a party which that party reasonably believes implicates indemnification obligations of the other party, the potentially aggrieved party (“Indemnitee”) will give prompt written notice as specified in Section 5.8(b) above of the Third Party Claim to the other party (“Indemnitor”).

- (b) If the Indemnitor acknowledges and accepts sole financial responsibility for such Third Party Claim under Sections 5.1 or 5.2, the Indemnitor shall assume the defense of said claim at its sole expense with counsel selected by the Indemnitor. The Indemnitor will reimburse the Indemnitee for any reasonable expenses incurred in cooperating with or acting at the request of the Indemnitor.
- (c) If the Indemnitor does not accept responsibility for such Third Party Claim as specified in sub-paragraph (b) above and either disputes its indemnity obligation under Section 5.1 or 5.2 and/or contends the comparative fault provisions of Section 5.6 apply, then defense of the Third Party Claim shall be handled as follows:
 - (i) the Indemnitee will defend in good faith and at its expense, with counsel it selects, after reasonable consultation with the Indemnitor;
 - (ii) neither Indemnitee or Indemnitor can settle or compromise the Third Party Claim without the consent of the other, unless it releases the other from its obligations under Section 5.1 or 5.2 or under the circumstances specified in sub-paragraph (iii) or (iv) below;
 - (iii) if the Indemnitee believes a Third Party Claim should be settled or compromised and the consent of the Indemnitor cannot be obtained, the Indemnitee shall in writing state the terms of the proposed settlement or compromise to the Indemnitor. If said consent is not received within fifteen (15) days thereafter, the Indemnitee may proceed to settle and compromise the Third Party Claim and thereafter may pursue its indemnification rights pursuant to this Agreement;
 - (iv) if the Indemnitor believes a Third Party Claim can and should be settled or compromised and the consent of the Indemnitee cannot be obtained, the Indemnitor shall in writing state the terms of the proposed settlement or compromise to the Indemnitee. If consent is not received within fifteen (15) days thereafter, any liability of the Indemnitor under Section 5.1 or 5.2 will not exceed the amount the claimant agreed to accept in settlement or compromise of the Third Party Claim;
 - (v) The party defending the Third Party Claim will (a) consult with the other party throughout the duration of the Third Party Claim regarding the investigation, defense, settlement, trial, appeal or other resolution of the Third Party Claim and (b) afford the other party the opportunity to be associated in the defense of the Third Party Claim. The parties will cooperate in the defense of the Third Party Claim, will make available to the other party or its representatives all records and other materials reasonably required by them for use in contesting any Third Party Claim (subject to obtaining a joint defense agreement to maintain the confidentiality of confidential or proprietary materials in a form reasonably acceptable to the parties) and, if appropriate, in making any

counterclaim against the third party asserting the claim or demand, or any cross-complaint against any party. The Indemnitor will reimburse the Indemnitee for reasonable expenses incurred by Indemnitee in cooperating with or acting at the request of the Indemnitor.

- (vi) The Indemnitee will take all reasonable steps to mitigate all losses, damages and the like relating to an Indemnifiable Claim, (“Indemnifiable Claim” means any claims raised under Section 5.1 or Section 5.2, including availing itself of any defenses, limitations, rights of contribution, claims against third parties and other rights at law or equity) and will provide such evidence and documentation of the nature and extent of the Indemnifiable Claim as may be reasonably requested by the Indemnitor. The Indemnitee’s reasonable steps include the reasonable expenditure of money to mitigate or otherwise reduce or eliminate any loss or expense for which indemnification would otherwise be due under this Article 5, and the Indemnitor will reimburse the Indemnitee for the Indemnitee’s reasonable expenditures in undertaking the mitigation.

ARTICLE 6

FORCE MAJEURE

6.1 Effect of Force Majeure. Neither party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not excuse either party from any obligation to pay amounts due hereunder. A party whose performance under this Agreement is hindered by an event of Force Majeure (an “Affected Party”) shall make all reasonable efforts to perform its obligations under this Agreement.

6.2 Definition of Force Majeure. The term “Force Majeure” shall mean acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, or any other cause not reasonably within the control of the Affected Party.

6.3 Notification. If there is a Force Majeure event affecting a party’s ability to perform its obligations under this Agreement, the Affected Party shall provide notice to the other party forthwith. Initial notice may be given orally, however, written notification with reasonably complete particulars of the event or occurrence shall be given as soon as reasonably possible.

ARTICLE 7

LIABILITY AND INSURANCE

7.1 Risk of Loss. Each party shall have the full risk of loss for its own equipment and materials.

7.2 No Personal Liability. In no event shall any member, partner, shareholder, owner, officer, director, employee, or affiliate of a party be personally liable to the other party for any payments, obligations, or performance under this Agreement, or any breach or failure to perform any of their respective obligations under this Agreement.

7.3 Insurance. At a minimum, each party shall, at its own expense, maintain in force throughout the term of this Agreement, insurance coverage in compliance with laws and regulations, in such types and amounts as are usual and customary in the industry for similarly situated companies and reasonably acceptable to the other party. Each party shall provide the other party certificates of insurance upon request. Failure of either party to enforce this requirement shall not relieve the other party of the responsibility for maintaining these coverages.

7.4 Contractor Insurance. Each party shall require all contractors, subcontractors, engineers, and equipment suppliers or manufacturers to maintain adequate insurance. Said insurance shall be with carriers and shall be in policy amounts determined appropriate by the party, and shall cover workers' compensation, public liability, contractors' liability, and such other hazards as shall be deemed necessary by such party. Each party shall require that all liability insurance policies name both parties as additional insureds.

ARTICLE 8

STANDARDS OF CONDUCT AND CONFIDENTIALITY

8.1 FERC Standards of Conduct. Information supplied by a party to the other party that is subject to FERC's standards of conduct for transmission providers shall not be disclosed by the receiving party in violation of such standards as set forth in Part 358 of FERC's rules and regulations.

8.2 Confidentiality and Nondisclosure. Except as provided in Section 8.4 below, all information not available to the public and supplied under this Agreement and marked or otherwise designated by the party disclosing the information ("Disclosing Party") as confidential, regardless of the form of the information, or the method by which the information is transmitted, shall be considered proprietary information ("Proprietary Information"). The party receiving the Proprietary Information ("Recipient") shall treat as confidential all Proprietary Information and shall not at any time disclose any of the Proprietary Information to any other person, except as specified in this section, without the prior written consent of the Disclosing Party. Proprietary Information shall not be used for any reason or purpose other than for the purposes of this Agreement.

8.3 Rights to Proprietary Information. All Proprietary Information, unless specified otherwise in writing by the Disclosing Party, shall remain the exclusive property of the Disclosing Party, including any and all reproductions of any of the Proprietary Information, and shall be returned at the request of the Disclosing Party.

8.4 Exclusions. Proprietary Information shall not include any information provided which:

- (a) is generally available to the public at the time of disclosure;
- (b) subsequent to receipt by the Recipient, becomes generally available to the public as a result of disclosure by the Disclosing Party or its Representatives;
- (c) the Recipient can establish by credible evidence was available to the Recipient on a non-confidential basis prior to its disclosure to the Recipient;
- (d) subsequent to receipt by the Recipient, the Recipient can establish, by credible evidence became available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or its representatives without breach of this Agreement; or
- (e) is required to be disclosed to any governmental authorities and confidential treatment is not requested by the Disclosing Party pursuant to Section 8.5 hereof or is denied by the applicable governmental authority.

8.5 Notification. Each Recipient shall provide notice to the Disclosing Party of any demands to disclose or provide any Proprietary Information by a governmental authority, tribunal or third party prior to disclosing or furnishing the Proprietary Information so as to afford the Disclosing Party an opportunity to seek injunctive relief or protection from the demand to disclose or to seek confidential treatment upon disclosure.

8.6 Survival. The confidentiality provisions of this Article 8 shall continue and survive for a period of one (1) year after the termination of this Agreement.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Expenses. Except as otherwise set forth in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

9.2 Governing Law and Consent to Jurisdiction. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of interest principles. All actions to enforce any arbitration award issued pursuant to Section 5.8 above shall be heard and determined exclusively in any state or federal court located in DuPage County, Illinois. For any such actions, the parties hereby (i) submit to the exclusive jurisdiction of any state or federal court in DuPage County, Illinois; and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in any of the above-named courts.

9.3 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

9.4 Assignment. This Agreement shall be binding upon the respective parties, their successors and assigns, on and after the effective date hereof. None of the provisions of this Agreement, whether in whole or in part, shall be assigned by either party to any third party without the written consent of the other party, which shall not be unreasonably withheld. However, either party may assign this Agreement to an affiliated entity or in the event of a merger or reorganization without the consent of the other party, provided that such successor shall be bound by all terms and conditions hereof and shall assume all obligations of the assignor.

9.5 Notices. All notices, requests, demands and other communications under this Agreement must be in writing and must be delivered in person or sent by certified mail (return receipt requested), postage prepaid, or by overnight delivery, and properly addressed as follows:

If to IPL:

Interstate Power and Light Company
200 1st Street SE
Cedar Rapids, IA 52406

With a copy to:

Alliant Energy Corporate Services, Inc.
P. O. Box 77007
Madison, WI 53707-1007
Attn: Chet A. Richardson, Esq.
Deputy General Counsel

And to:

Whyte Hirschboeck Dudek S.C.
555 East Wells Street
Suite 1900
Milwaukee, WI 53202
Attn: Richard W. Silverthorn, Esq.

If to JCE:

Jo-Carroll Energy, Inc.
790 Hwy 20 West
Elizabeth, IL 61208-0390
Attn: Michael Hastings

With a copy to:

John Cox, Esq.
O. Box 252
612 Spring Street
Galena, IL 61036

Any Party may from time to time change its address for the purpose of notices to that Party by a similar notice specifying a new address, but no such change shall be effective until it is actually received by the Party sought to be charged with its contents. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 9.6 are effective upon delivery, if delivered personally or by overnight mail, and are effective five (5) days following deposit in the United States mail (only by certified mail – return receipt requested), postage prepaid, if delivered by mail.

9.6 Entire Agreement. This Agreement, including Appendices A, B, and C hereto, constitutes the sole and entire agreement between the parties hereto and supersedes any previous written or oral agreements. No other terms or conditions shall be binding upon JCE or IPL unless accepted by them in writing.

9.7 Condition Precedent. This Agreement shall not become effective unless and until the parties hereto consummate the transactions contemplated under the Asset Purchase Agreement, in which case this Agreement shall become effective upon the closing date of the transactions contemplated under the Asset Purchase Agreement.

9.8 Independent Contractor. IPL shall be an independent contractor with respect to the performance of services hereunder. Neither IPL nor its employees, agents, subcontractors, vendors or suppliers or the employees of any such parties shall be deemed to be agents, representatives, employees or servants of JCE. Neither party hereto shall be considered a legal representative or agent of the other party hereto, nor shall one party hereto have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party hereto or its officers, directors, employees, or members. This Agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between IPL and JCE.

9.9 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and are not for the benefit of any third party.

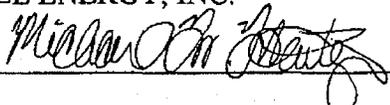
INTERSTATE POWER AND LIGHT COMPANY

By: _____

Name: _____

Title: _____

JO-CARROLL ENERGY, INC.

By:  _____

Name: MICHAEL W. HASTINGS

Title: PRESIDENT ; CEO

John Cox, Esq.
O. Box 252
612 Spring Street
Galena, IL 61036

Any Party may from time to time change its address for the purpose of notices to that Party by a similar notice specifying a new address, but no such change shall be effective until it is actually received by the Party sought to be charged with its contents. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 9.6 are effective upon delivery, if delivered personally or by overnight mail, and are effective five (5) days following deposit in the United States mail (only by certified mail – return receipt requested), postage prepaid, if delivered by mail.

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9.7 Condition Precedent. This Agreement shall not become effective unless and until the parties hereto consummate the transactions contemplated under the Asset Purchase Agreement, in which case this Agreement shall become effective upon the closing date of the transactions contemplated under the Asset Purchase Agreement.

9.8 Independent Contractor. IPL shall be an independent contractor with respect to the performance of services hereunder. Neither IPL nor its employees, agents, subcontractors, vendors or suppliers or the employees of any such parties shall be deemed to be agents, representatives, employees or servants of JCE. Neither party hereto shall be considered a legal representative or agent of the other party hereto, nor shall one party hereto have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party hereto or its officers, directors, employees, or members. This Agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between IPL and JCE.

9.9 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and are not for the benefit of any third party.

INTERSTATE POWER AND LIGHT COMPANY

By:

Name:

Title:

JO-CARROLL ENERGY, INC.

By:

Name: _____

Title: _____

APPENDIX A

ROUTINE MATERIAL LISTING

No Item	Matl Ds Matl Item	Cd UOM
100106	CPLG,PIPE,1/4IN,BLK,NPT,300PSIG,ASTM A197	EA
100169	BOLT,STUD,3/4 X 4-3/4,B7,HARD,A193,INCL 2 HEX NUT,F1000	EA
100231	PLUG,PIPE,2IN,SQ HEAD,175PSI,C.I.,ASTM A126	EA
100247	ELL,PIPE,1-1/4IN,BLK,300PSI,90,NPT,ASTM A197	EA
100282	NIP,PIPE,BLK,SCH40,2IN D X 6IN L,NPT,A53,F	EA
100357	NIP,PIPE,BLK,SCH40,1IN D X 10IN L,NPT,A53,F	EA
100368	CAP,PIPE,4IN,STL,BUTT WLD,SCH40,ASTM A234/ANSI B16.9	EA
100369	TEE,PIPE,2IN IPS,PE3408,BUTT,100PSIG,D2513-95C	EA
100529	STOPR,PIPE,HALF,1IN,1 PCE,250PSI,W/CI CAP,F1020	EA
100547	BUSH,PIPE,BLK,1-1/2 X 1,NPT,125PSI,ANSI/ASME B16.3;BUS	EA
100575	PRIM,OMNIPRIME,1GAL,LIQUID,PRIMING PSTE FOR HOT WRAP	GA
100595	CAP,PIPE,3/4 IPS,PE2406,SOCK,60PSIG,D2513-95C	EA
100607	ELL,PIPE,STREET,1IN,BLK,300PSI,45,NPT,ASTM A197	EA
100766	TRNSTN,PIPE,2IN STL X 2IN IPS,PE2406,WLD,W/SLV,F1010	EA
100782	ELL,PIPE,3/4IN,BLK,300PSI,90,NPT,ASTM A197	EA
100814	CAP,PIPE,2IN,BLK,NPT,300PSIG,ASTM A197	EA
100867	MASTIC-TAPECOAT, SUMMER, IN 1 GL PAILS	GA
100873	CAP,PIPE,3IN,STL,BUTT WLD,SCH40,ASTM A234/ANSI B16.9	EA
100907	PLUG,PIPE,1IN,SQ HEAD,175PSI,C.I.,ASTM A126	EA
100918	ELL,PIPE,REDUCR,2 X 1-1/2,BLK,300PSI,90,NPT,A197	EA
100941	TEE,PIPE,SVC,1-1/4IN,STL,WLD END,250PSIG,ASTM A105	EA
100970	TEE,PIPE,2IN IPS,PE2406,BUTT,60PSIG,D2513-95C	EA
101053	CAP,PIPE,1IN CTS,PE3408,SOCK,100PSIG,D2513-95C	EA
101060	RSR,METER,RGD,2406,1-1/4IN ST X 1IN PE,W/BYP,THRD,F1041	EA
101071	ELL,PIPE,STREET,2IN,BLK,300PSI,90,NPT,ASTM A197	EA
101078	BRKT,RSR,STL,FOR USE WITH FLEXIBLE RISERS,GMSF1100	EA
101150	VLV,PLUG,GAS,3/4IN,INSUL,LW,BLK,FIP,LUBE,175PSIG	EA
101171	SWVL,METER,STRGHT,MALE,1A X 1IN,NON-INSUL,BLK	EA
101187	CPLG,PIPE,REDUCR,3 X 2,STL,BUTT WLD,SCH40,ANSI B16.9	EA
101199	VLV,PLUG,GAS,1-1/2IN,NON INS,LW,BLK,FIP,LUBE,175PSIG	EA
101236	NIP,PIPE,BLK,SCH40,3/4IN D X 10IN L,NPT,A53,F	EA
101244	SEED,GRASS,% PERR RYE,% KY BLUE,% AN RYE,% RED FESCUE	LB
101253	PLUG,PIPE,1-1/4IN,SQ HEAD,175PSI,C.I.,ASTM A126	EA
101259	CPLG,PIPE,REDUCR,2 X 3/4,BLK,NPT,300PSIG,ASTM A197	EA
101266	TEE,PIPE,ST/S,3 X 1 CTS,PE,ELECFUSN,100PSIG,F1055	EA
101359	SLV,COPPER,#10 SOLID, FOR CADWELD	EA
101368	TEE,PIPE,ST/B,2X2,PE,ELECFUSN,100PSIG,W/ 1-1/4X2,F1055	EA
101428	SWVL,METER,STRGHT,MALE,1A X 3/4IN,INSUL,BLK	EA
101474	CAP,PIPE,2IN,STL,BUTT WLD,SCH40,ASTM A234/ANSI B16.9	EA
101476	NIP,PIPE,SAV-A-VLV,1IN X 3IN,BLK,250PSIG,WLD,A105	EA
101484	STOPR,PIPE,HALF,1-1/4IN,1 PCE,250PSI,W/CI CAP,F1020	EA
101512	CAP,PIPE,1-1/4IN,STL,BUTT WLD,SCH40,ASTMA234/ANSIB16.9	EA
101542	TEE,PIPE,3/4IN,BLK,300PSIG,NPT,ASTM A197	EA
101648	NIP,PIPE,BLK,SCH40,3/4IN D X 8IN L,NPT,A53,F	EA

101692	NIP,PIPE,BLK,SCH40,1IN D X 3IN L,NPT,A53,F	EA
101715	FLNG,PIPE,WD NK,2IN,FF,275PSI,FGD STL,ANSI B16.5	EA
101722	ELL,PIPE,2IN,STL,SCH40,LR,90,BUTT WLD,ANSI B16.9	EA
101904	NIP,PIPE,BLK,SCH40,1IN D X 4IN L,NPT,A53,F	EA
102007	COUPLING-PLASTIC 4"	EA
102015	BUSH,PIPE,BLK,2 X 1-1/4,NPT,125PSI,ANSI/ASME B16.3;BUS	EA
102067	UN,PIPE,GROUND JOINT,1-1/2IN,BLK,NPT,300PSIG	EA
102085	NIP,PIPE,BLK,SCH40,1IN D X CLOSE,NPT,A53,F	EA
102130	TEE,PIPE,ST/S,2 X 1/2 CTS,PE,ELECFUSN,100PSIG,F1055	EA
102177	ELL,PIPE,3/4IN,STL,SCH40,LR,90,BUTT WLD,ANSI B16.9	EA
102193	CPLG,PIPE,REDUCR,3/4 IPS X 1/2 CTS,PE2406,SOCK,60PSIG	EA
102217	ELL,PIPE,1IN CTS,PE2406,60PSIG,90,SOCK,D2513-95C	EA
102276	TEE,PIPE,SELFPERF,3/4 X 3/4,STL,W/W,1200PSIG,ASTMA197	EA
102285	TEE,PIPE,ST/S,6 X 1 CTS,PE2406,60PSIG,D2513-95C	EA
102427	CPLG,PIPE,REDUCR,2 X 1-1/2,BLK,NPT,300PSIG,ASTM A197	EA
102496	TEE,PIPE,ST/S,6 X 1 CTS,PE,ELECFUSN,100PSIG,F1055	EA
102528	NIP,PIPE,BLK,SCH40,1IN D X 2IN L,NPT,A53,F	EA
102532	CAP,PIPE,3IN,PE2406,BUTT,60PSIG,SDR11.5,D2513-95C	EA
102598	TEE,PIPE,1IN CTS,PE2406,SOCK,60PSIG,D2513-95C	EA
102613	NUT,METER SWIVEL,1A,BLK,3/4IN,FOR 1A-250 MTR CONNECT	EA
102746	TEE,PIPE,1IN,BLK,300PSIG,NPT,ASTM A197	EA
102769	GSKT,FLNG,6IN,FULL,1/8IN,250PSI,NITRILE,ASTM A104	EA
102774	GSKT,FLNG,2IN,FULL,1/8IN,250PSI,NITRILE,ASTM A104	EA
102843	TEE,PIPE,ST/S,2 X 1 CTS,PE2406,60PSIG,D2513-95C	EA
102908	CPLG,PIPE,THREADOLET,1-1/4 OUT,STL,FNPT,FOR 4-36 PIPE	EA
102932	BUSH,PIPE,BLK,1 X 3/4,NPT,300PSI,ANSI/ASME B16.3	EA
102948	CPLG,PIPE,2IN IPS,PE,ELECFUSN,100PSIG,ASTM F1055	EA
102966	MRKR,PIPE,ROUND,4IN X 96IN,YELLOW,PE;	EA
103024	STOPR,PIPE,B/O,2IN,2 PCE,250PSI,W/CI CAP,F1020	EA
103043	TEE,PIPE,ST/S,3 X 1 CTS,PE2406,60PSIG,D2513-95C	EA
103077	TEE,PIPE,2IN,STL,BUTT WELD,SCH40,ANSI B16.9	EA
103115	UN,PIPE,INSUL,1-1/4IN,BLK,NPT,300PSIG	EA
103169	WIRE,TRCR,#12,COPPER,SOLID,SOFT,YELLOW,1500FT REEL	FT
103171	ELL,PIPE,REDUCR,1-1/4 X 1,BLK,300PSI,90,NPT,A197	EA
103242	REDUCER-PIPE 4X3 IPS SOCKET FUSION PLASTIC 60 PSI	EA
103356	TEE,PIPE,ST/S,2 X 1 CTS,PE,ELECFUSN,100PSIG,F1055	EA
103381	TEE,PIPE,ST/B,HV,6 X 2,PE2406,60PSIG,D2513-95C	EA
103436	ELL,PIPE,4IN,STL,SCH40,LR,90,BUTT WLD,ANSI B16.9	EA
103457	ELL,PIPE,REDUCR,1-1/4 X 3/4,BLK,300PSI,90,NPT,A197	EA
103474	CPLG,PIPE,1/2IN CTS,PE2406,SOCK,60PSIG,D2513-95C	EA
103475	TEE,PIPE,ST/B,HV,2 X 2,PE2406,60PSIG,D2513-95C	EA
103483	STOPR,PIPE,HALF,2IN,1 PCE,250PSI,W/CI CAP,F1020	EA
103524	NIP,PIPE,BLK,SCH40,2IN D X 12IN L,NPT,A53,F	EA
103558	TEE,PIPE,REDUCR,2 X 2 X 1,BLK,300PSIG,NPT,ASTM A197	EA
103580	CPLG,PIPE,REDUCR,1 X 3/4,BLK,NPT,300PSIG,ASTM A197	EA
103608	VLV,BALL,GAS,1IN,FULL PRT,PE2406,SOCK,60PSI,WRCH OP	EA
103705	ELL,PIPE,REDUCR,4X2,STL,SCH40,LR,90,BUTT WLD,ANSI B16.9	EA
103741	BUSH,PIPE,BLK,3/4 X 1/4,NPT,300PSI,ANSI/ASME B16.3	EA
103790	CPLG,PIPE,1-1/2IN,BLK,NPT,300PSIG,ASTM A197	EA
103816	CPLG,PIPE,3IN IPS,PE,ELECFUSN,100PSIG,ASTM F1055	EA

103828	RSR,METER,RGD,2406,1-1/4IN STL X 1IN PE,THRD,F1041	EA
103894	NIP,PIPE,BLK,SCH40,2IN D X CLOSE,NPT,A53,F	EA
103908	TEE,PIPE,ST/S,4 X 1/2 CTS,PE2406,60PSIG,D2513-95C	EA
103958	CPLG,PIPE,REDUCR,4 IPS X 2 IPS,PE2406,BUTT,60PSIG	EA
104044	ELL,PIPE,REDUCR,1-1/2IN X 1IN,BLK,300PSI,90,NPT,A197	EA
104205	UNIT-HEATH AUTO TEST INSERT,DETECTOR,LEAK,	EA
104237	NIP,PIPE,BLK,SCH40,3/4IN D X 6IN L,NPT,A53,F	EA
104279	PRIM,WAX,ANTI-CORR COMPOUND,PRIMING PSTE WITH WX TPE	GA
104300	NIP,PIPE,BLK,SCH40,1-1/2IN D X 10IN L,NPT,A53,F	EA
104303	SEED-GRASS	LB
104341	ELL,PIPE,REDUCR,1 X 3/4,BLK,30 PSI,90,NPT,A197	EA
104383	LOCK,DEVICE,FOR 1-1/4 & 2IN 142,143,1942-1/2 & 1943-1/2	EA
104405	NIP,PIPE,SAV-A-VLV,3/4IN X 3IN,BLK,1440PSI,WLD,A105	EA
104470	TEE,PIPE,2IN,BLK,300PSIG,NPT,ASTM A197	EA
104481	ELL,PIPE,REDUCR,2 X 1-1/4,BLK,300PSI,90,NPT,A197	EA
104485	NIP,PIPE,BLK,SCH40,3/4IN D X 11IN L,NPT,A53,F	EA
104515	UN,PIPE,GROUND JOINT,2IN,BLK,NPT,300PSIG	EA
104552	CAP,PIPE,1IN,STL,BUTT WLD,SCH40,ASTM A234/ANSI B16.9	EA
104586	NIP,PIPE,BLK,SCH40,1-1/4IN D X 10IN L,NPT,A53,F	EA
104714	BUSH,PIPE,BLK,2 X 3/4,NPT,125PSI,ANSI/ASME B16.3;BUSHI	EA
104715	DECL,GAS VALVE,2-7/8IN X 2-1/2IN,BLK/YELLOW,VINYL	EA
104719	CPLG,PIPE,REDUCR,2 X 1-1/2,STL,BUTT WLD,SCH40,ANSIB16.9	EA
104760	ELL,PIPE,2IN,BLK,300PSI,90,NPT,ASTM A197	EA
104780	NIP,PIPE,BLK,SCH40,1-1/4IN D X 2IN L,NPT,A53,F	EA
104791	NIP,PIPE,BLK,SCH40,3/4IN D X 12IN L,NPT,A53,F	EA
104833	CAP,PIPE,1-1/4IN,PE2406,SOCKET,60PSIG,SDR11.5,D2513-95	EA
104851	VLV,PLUG,GAS,1-1/4IN,INSUL,LW,BLK,FIP,LUBE,175PSIG	EA
104853	CPLG,PIPE,3/4IN,BLK,NPT,300PSIG,ASTM A197	EA
104906	VLV,EXCESS FLOW LIMITER,1IN CTS,PE2406,SOCKET,60PSIG	EA
104911	ELL,PIPE,REDUCR,2 X 1,BLK,300PSI,90,NPT,A197	EA
104918	CPLG,PIPE,REDUCR,1-1/2 X 3/4,BLK,NPT,300PSIG,ASTM A197	EA
104949	ANOD,5LB,HIGH POTENTIAL,MAGNESIUM,GMSC2010	EA
104981	CPLG,PIPE,REDUCR,4 X 2,STL,BUTT WLD,SCH40,ANSI B16.9	EA
105020	ELL,PIPE,1/2IN CTS,PE2406,60PSIG,90,SOCK,D2513-95C	EA
105074	BUSH,PIPE,BLK,1-1/2 X 1-1/4,NPT,150PSI,ANSI/ASME B16.3	EA
105098	NIP,PIPE,BLK,SCH40,1-1/4IN D X 12IN L,NPT,A53,F	EA
105161	PLUG,PIPE,4IN,EXPANDER,STL/RUB,FOR ABANDONMENT ONLY	EA
105164	BUSH,PIPE,BLK,1-1/4 X 1,NPT,125PSI,ANSI/ASME B16.3;BUS	EA
105190	NIP,PIPE,BLK,SCH40,1-1/2IN D X 3IN L,NPT,A53,F	EA
105204	ELL,PIPE,STREET,1-1/2IN,BLK,300PSI,90,NPT,ASTM A197	EA
105206	KIT,FLNG INSUL,2IN,275PSIG,TYP E/1PCE SLVE-WSHR ST	EA
105218	RSR,METER,RGD,2406,3/4IN STL X 1IN PE,THRD,F1042	EA
105338	WIRE-BLDG 12 SOLID BLACK THWN	FT
105358	ELL,PIPE,STREET,1IN,BLK,300PSI,90,NPT,ASTM A197	EA
105402	NIP,PIPE,BLK,SCH40,2IN D X 10IN L,NPT,A53,F	EA
105404	NIP,PIPE,BLK,SCH40,1IN D X 8IN L,NPT,A53,F	EA
105520	BUSH,PIPE,BLK,2 X 1-1/2,NPT,125PSI,ANSI/ASME B16.3;BUS	EA
105564	TEE,PIPE,ST/S,4 X 1 CTS,PE,ELECFUSN,100PSIG,F1055	EA
105620	GSKT,FLNG,3IN,FULL,1/8IN,250PSI,NITRILE,ASTM A104	EA
105650	VLV,PLUG,GAS,1IN,INSUL,LW,BLK,FIP,LUBE,175PSIG	EA

105800	CAP,PIPE,1/2IN CTS,PE2406,PERMASERT,60PSIG,SDR7	EA
105835	CAP,PIPE,4IN,PE2406,BUTT,60PSIG,SDR11.5,D2513-95C	EA
105854	RSR,METER,RGD,2406,3/4IN STL X 1/2IN PE,THRD,F1040	EA
105860	PADLOCK, IES KEY, 7/8 IN SHACKLE OPENING, 1-25/32 IN W	EA
105926	PLUG,PIPE,1-1/2IN,SQ HEAD,175PSI,C.I.,ASTM A126	EA
105957	NIP,PIPE,BLK,SCH40,3IN D X 12IN L,NPT,A53,F	EA
105997	CPLG,PIPE,THREDOLET,1/4 OUT,STL,FNPT,FOR 3-36 PIPE	EA
106039	STOPR,PIPE,FULL,3/4IN,2 PCE,250PSI,W/CI CAP,F1020	EA
106066	PLUG,PIPE,3/4IN,SQ HEAD,175PSI,C.I.,ASTM A126	EA
106077	NIP,PIPE,BLK,SCH40,1-1/4IN D X 5IN L,NPT,A53,F	EA
106094	CPLG,PIPE,REDUCR,2 X 1-1/4,STL,BUTT WLD,SCH40,ANSI B16.9	EA
106124	ELL,PIPE,3IN,STL,SCH40,LR,90,BUTT WLD,ANSI B16.9	EA
106127	NIP,PIPE,RED,BLK,SCH40,1IN X 3/4IN,NPT	EA
106165	CPLG,PIPE,REDUCR,4 X 3,STL,BUTT WLD,SCH40,ANSI B16.9	EA
106217	BOLT,STUD,5/8 X 3-1/2,B7,HARD,A193,INCL 2 HEX NUT,F1000	EA
106259	CPLG,PIPE,2IN,BLK,NPT,300PSIG,ASTM A197	EA
106271	TEE,PIPE,1/2IN CTS,PE2406,SOCK,60PSIG,D2513-95C	EA
106384	CPLG,PIPE,THREDOLET,1 OUT,STL,FNPT,FOR 3-36 PIPE,A105	EA
106463	TRNSTN,PIPE,3/4IN STL X 1/2IN CTS,PE2406,WLD,W/SLV,F10	EA
106555	NIP,PIPE,BLK,SCH40,2IN D X 3IN L,NPT,A53,F	EA
106617	BOLT,STUD,3/4 X 4-1/2,B7,HARD,A193,INCL 2 HEX NUTS,F10	EA
106728	VLV,EXCESS FLOW LIMITER,1/2IN CTS,PE2406,SOCKET,60PSIG	EA
106825	UN,PIPE,INSUL,3/4IN,BLK,NPT,300PSIG	EA
106909	BUSH,PIPE,BLK,1-1/4 X 3/4,NPT,125PSI,ANSI/ASME B16.3;B	EA
106969	NIP,PIPE,BLK,SCH40,1IN D X 5IN L,NPT,A53,F	EA
107053	RSR,METER,STRGHT,2406,1-1/4IN STL X 1IN PE,THRD,F1039;	EA
107102	CPLG,PIPE,4IN IPS,PE,ELECFUSN,100PSIG,ASTM F1055	EA
107110	TEE,PIPE,ST/S,2 X 1/2 CTS,PE2406,60PSIG,D2513-95C	EA
107165	ELL,PIPE,4IN IPS,PE2406,60PSIG,45,BUTT,D2513-95C	EA
107230	BLANKET, EROSION CONTROL, 7.5 X 120FT, MFR'D FROM 100%	RO
107233	BUSH,PIPE,BLK,2 X 1,NPT,125PSI,ANSI/ASME B16.3;BUSHING	EA
107235	SWVL,METER,STRGHT,FEMALE,5A X 2IN,INSUL,BLK	EA
107243	CPLG,PIPE,REDUCR,1-1/2 X 1-1/4,BLK,NPT,300PSI,ASTM A197	EA
107249	CPLG,PIPE,1/2IN CTS,PE,ELECFUSN,100PSIG,ASTM F1055	EA
107351	ELL,PIPE,STREET,1-1/4IN,BLK,300PSI,90,NPT,ASTM A197	EA
107361	VLV,PLUG,GAS,1IN,NON INS,LW,BLK,FIP,LUBE,175PSIG	EA
107362	CAP,PIPE,1/2IN,BLK,NPT,300PSIG,ASTM A197	EA
107430	TEE-BLACK 1/4" 300LB	EA
107444	NUT,METER SWIVEL,5A,BLK,2IN,FOR SPRG 1000 MTR CONNECT	EA
107469	NIP,PIPE,BLK,SCH40,1-1/4IN D X 6IN L,NPT,A53,F	EA
107496	CPLG,PIPE,REDUCR,2 X 3/4,STL,BUTT WLD,SCH40,ANSI B16.9	EA
107613	STOPR,PIPE,HALF,3/4IN,1 PCE,250PSI,W/CI CAP,F1020	EA
107615	NIP,PIPE,BLK,SCH40,1-1/2IN D X 5IN L,NPT,A53,F	EA
107703	VLV,PLUG,GAS,1-1/4IN,NON INS,LW,BLK,FIP,LUBE,175PSIG	EA
107859	CAP,PIPE,1IN,BLK,NPT,300PSIG,ASTM A197	EA
107869	VLV,PLUG,GAS,2IN,NON INS,LW,BLK,FIP,LUBE,175PSIG	EA
107893	NIP,PIPE,BLK,SCH40,2IN D X 4IN L,NPT,A53,F	EA
107963	VLV,PLUG,GAS,3/4IN,NON INS,LW,BLK,FIP,LUBE,175PSIG	EA
108111	ELL,PIPE,1-1/2IN,BLK,300PSI,90,NPT,ASTM A197	EA
108117	TRNSTN,PIPE,1-1/4IN STLX1IN CTS,PE2406,WLD,W/SLV,F1010	EA

108127	CPLG,PIPE,1-1/4IN,BLK,NPT,300PSIG,ASTM A197	EA
108136	NIP,PIPE,BLK,SCH40,1-1/4IN D X 8IN L,NPT,A53,F	EA
108188	TEE-NO BLO 3/4" AUTOSAFE	EA
108243	RSR,METER,FLEX,2406,3/4IN STL X 1/2IN PE,THRD,F1045	EA
108341	CPLG,PIPE,REDUCR,3/4 IPS X 1 CTS,PE2406,SOCK,60PSIG	EA
108472	BOLT,STUD,3/4 X 5,B7,HARD,A193,INCL 2 HEX NUTS,F1000	EA
108481	CPLG,PIPE,1IN CTS,PE2406,SOCK,60PSIG,D2513-95C	EA
108526	REDUCER-PIPE 2X1 IPS-CTS SOCKET FUSION PLASTIC 60 PSI	EA
108723	ELL,PIPE,2IN,STL,SCH40,LR,45,BUTT WLD,ANSI B16.9	EA
108743	SWVL,METER,STRGHT,MALE,4A X 1-1/2IN,NON-INSUL,BLK	EA
108775	NIP,PIPE,BLK,SCH40,3/4IN D X 2IN L,NPT,A53,F	EA
108914	NIP,PIPE,BLK,SCH40,1-1/2IN D X 6IN L,NPT,A53,F	EA
108962	TEE,PIPE,REDUCR,1-1/2 X 1-1/2 X 1-1/4,BLK,300#,NPT,A197	EA
109032	COUPLING-PLASTIC 2"	EA
109052	CAP,PIPE,3/4IN,STL,BUTT WLD,SCH40,ASTM A234/ANSI B16.9	EA
109164	CPLG,PIPE,REDUCR,1-1/4 X 1,BLK,NPT,300PSIG,ASTM A197	EA
109185	CPLG,PIPE,REDUCR,2 X 1-1/4,BLK,NPT,300PSIG,ASTM A197	EA
109197	ELL,PIPE,REDUCR,1-1/2 X 3/4,BLK,300PSI,90,NPT,A197	EA
109202	CAP,PIPE,1/2IN CTS,PE2406,SOCK,60PSIG,ASTM D2513-95C	EA
109248	CAP,PIPE,1IN CTS,PE2406,SOCK,60PSIG,ASTM D2513-95C	EA
109323	TEE,PIPE,4IN,STL,BUTT WELD,SCH40,ANSI B16.9	EA
109381	ELL,PIPE,2IN IPS,PE2406,60PSIG,90,BUTT,D2513-95C	EA
109416	NIP,PIPE,BLK,SCH40,1-1/2IN D X 4IN L,NPT,A53,F	EA
109444	NIP,PIPE,SAV-A-VLV,1-1/4IN X 3IN,BLK,1440PSIG,A105	EA
109591	UN,PIPE,INSUL,1-1/2IN,BLK,NPT,300PSIG	EA
109609	NIP,PIPE,BLK,SCH40,1/4IN D X 2IN L,NPT,A53,F	EA
109728	TEE,PIPE,3/4IN,STL,BUTT WELD,SCH40,ANSI B16.9	EA
109754	NIP,PIPE,BLK,SCH40,2IN D X 8IN L,NPT,A53,F	EA
109784	SCREW-CAP 3/4X2	EA
109946	NIP,PIPE,BLK,SCH80,1IN D X 2IN L,NPT,WR STL,A53,F	EA
109991	CAP,PIPE,3/4IN,BLK,NPT,300PSIG,ASTM A197	EA
120025	TEE,PIPE,ST/S,3 X 1/2 CTS,PE,ELECFUSN,100PSIG,F1055	EA
120137	CLMP,RSR PIPE,1-9/16-2-1/2,SS,HSE TYP FOR 1-1/4IN RSR	EA
120148	NIP,PIPE,BLK,SCH40,3/4IN D X 9IN L,NPT,A53,F	EA
120157	TEE,PIPE,ST/S,4 X 1 CTS,PE2406,60PSIG,D2513-95C	EA
120186	CPLG,PIPE,REDUCR,1-1/4 X 3/4,STL,BUTT WLD,SCH40,B16.9	EA
120226	NIP,PIPE,BLK,SCH40,1-1/4IN D X 4IN L,NPT,A53,F	EA
120245	TEE,PIPE,ST/S,4 X 1/2 CTS,PE,ELECFUSN,100PSIG,F1055	EA
120273	NIP,PIPE,BLK,SCH40,3/4IN D X CLOSE,NPT,A53,F	EA
120320	ELL,PIPE,1-1/4IN,STL,SCH40,LR,90,BUTT WLD,ANSI B16.9	EA
120397	CPLG,PIPE,REDUCR,2 X 1,BLK,NPT,300PSIG,ASTM A197	EA
120462	ELL,PIPE,4IN IPS,PE2406,60PSIG,90,BUTT,D2513-95C	EA
120505	TEE,PIPE,ST/B,HV,4 X 2,PE2406,60PSIG,D2513-95C	EA
120519	TEE,PIPE,ST/S,6 X 1/2 CTS,PE2406,60PSIG,D2513-95C	EA
120545	CPLG,PIPE,REDUCR,3/4 X 1/4,BLK,NPT,300PSIG,ASTM A197	EA
120567	ELL,PIPE,STREET,1-1/4IN,BLK,300PSI,45,NPT,ASTM A197	EA
120602	TEE,PIPE,REDUCR,3/4 X 3/4 X 1IN,BLK,300PSIG,NPT,A197	EA
120645	SWVL,METER,STRGHT,FEMALE,5A X 2IN,NON-INSUL,BLK	EA
120661	RSR,METER,FLEX,2406,3/4IN STL X 1IN PE,THRD,F1044	EA
120687	NIP,PIPE,BLK,SCH40,1-1/4IN D X CLOSE IN L,NPT,A53,F	EA

120709	BAR,MTR,RESD,3/4IN x 1IN,W 1A SWIVELS,FEMALE NPT	EA
120731	ELL,PIPE,REDUCR,1-1/2 X 1-1/4,BLK,300PSI,90,NPT,A197	EA
120747	CPLG,PIPE,1IN,BLK,NPT,300PSIG,ASTM A197	EA
120761	CAP,PIPE,1IN IPS,PE2406,SOCK,60PSIG,D2513-95C	EA
120776	TEE,PIPE,SVC,1-1/4IN,STL,WLD END,1440PSIG,ASTM A105	EA
120807	UN,PIPE,GROUND JOINT,3/4IN,BLK,NPT,300PSIG	EA
120892	CRTRGE,THRML CON,CMBSTBLE PWDR,#15PIPE WLD	EA
120894	BARRIER,SILT FENCE,3FT X 100FT,WOVEN FABRIC OF POLY	RO
120902	SWVL,METER,STRGHT,MALE,4A X 1-1/2IN,INSUL,BLK	EA
120974	NIP,PIPE,BLK,SCH40,1IN D X 12IN L,NPT,A53,F	EA
121017	CPLG,PIPE,THREDOLET,2 OUT,STL,FNPT,FOR 3-36 PIPE,A105	EA
121020	TEE,PIPE,1-1/2IN,BLK,300PSIG,NPT,ASTM A197	EA
121041	PLUG,PIPE,3IN,EXPANDER,STL/RUB,FOR ABANDONMENT ONLY	EA
121042	TEE,PIPE,ST/B,HV,4X2,PE,ELECFUSN,100PSIG,F1055	EA
121049	CAP,PIPE,1-1/2IN,BLK,NPT,300PSIG,ASTM A197	EA
121063	TEE,PIPE,ST/S,3 X 1/2 CTS,PE2406,60PSIG,D2513-95C	EA
121064	CAP,PIPE,2IN,PE2406,BUTT,60PSIG,SDR11.5,D2513-95C	EA
121083	NUT,METER SWIVEL,4A,BLK,1-1/2IN,2/3 SPRG-400/1000 AMCN	EA
121154	CPLG,PIPE,1IN CTS,PE,ELECFUSN,100PSIG,ASTM F1055	EA
121212	CPLG,PIPE,1/2IN CTS,PE2406,PERMASERT,60PSIG,SDR 11.5	EA
121222	FLNG,PIPE,WD NK,1-1/4IN,RF,720PSI,FGD STL,ANSI B16.5	EA
121254	TEE,PIPE,4IN IPS,PE2406,BUTT,60PSIG,D2513-95C;TEE,PIPE	EA
121400	STOPR,PIPE,HALF,3IN,1 PCE,250PSI,W/CI CAP,F1020	EA
121414	TEE,PIPE,1-1/4IN,BLK,300PSIG,NPT,ASTM A197	EA
121418	NIP,PIPE,BLK,SCH40,1-1/2IN D X 2IN L,NPT,A53,F	EA
121422	NIP,PIPE,BLK,SCH40,3/4IN D X 5IN L,NPT,A53,F	EA
121483	POST,FENCE,5FT,SCH40,STL,W/ COR INHIBITOR	EA
121516	NIP,PIPE,BLK,SCH40,1-1/4IN D X 3IN L,NPT,A53,F	EA
121526	TRNSTN,PIPE,3/4IN STL X 1IN CTS,PE2406,WLD,W/SLV,F1010	EA
121541	TEE,PIPE,SELPERF,1/2 X 1/2,STL,W/W,1200PSIG,ASTMA197	EA
121554	DECL,CAUTION GAS PIPELINE,2-7/IN X 16IN,BLK/YELL,VYL	EA
121598	FLNG,PIPE,WD NK,3IN,FF,275PSI,FGD STL,ANSI B16.5	EA
121608	CLMP,RSR PIPE,3/4IN,12 GA GALV,W/ 1/4 X 20 ZINC BLT	EA
121622	NIP,PIPE,BLK,SCH40,3/4IN D X 3IN L,NPT,A53,F	EA
121842	NIP,PIPE,BLK,SCH40,3/4IN D X 4IN L,NPT,A53,F	EA
121856	ELL,PIPE,1IN,BLK,300PSI,90,NPT,ASTM A197	EA
121879	STAPLE,6 IN X 1 IN,STEEL,FOR USE WITH NON-BIODEGRAD	BX
121948	GSKT,FLNG,4IN,FULL,1/8IN,250PSI,NITRILE,ASTM A104	EA
121969	PLUG,PIPE,6IN,EXPANDER,STL/RUB,FOR ABANDONMENT ONLY	EA
121970	CPLG,PIPE,REDUCR,1-1/4 X 1,STL,BUTT WLD,SCH40,ANSIB16.9	EA
121988	CPLG,PIPE,6IN IPS,PE,ELECFUSN,100PSIG,ASTM F1055	EA
122012	BOX,VLV,CURB,3IN,WT,24-30,PE,SLIP TYPE,CI LD,MRKD*GAS*	EA
122265	CPLG,PIPE,WELDOLET,1 1/4 OUT,STL,BUTT WLD,FOR 3-36 PIPE	EA
122372	ANOD,17LB,HIGH POTENTIAL,MAGNESIUM,GMSC2010	EA
122380	CPLG,PIPE,REDUCR,1 CTS X 1/2 CTS,PE2406,SOCK,60PSIG	EA
122395	CAP,PIPE,2IN,IPS,PE3408,BUTT,100PSIG,SDR11,D2513-95C";	EA
122466	ELL,PIPE,STREET,3/4IN,BLK,300PSI,90,NPT,ASTM A197	EA
122486	UN,PIPE,INSUL,1 IN,BLK,NPT,300PSIG	EA
122492	TEE,PIPE,SVC,2IN,STL,WLD END,1440PSIG,ASTM A105	EA
122531	DECL,CP TEST STA,2-7/8IN X 2-1/IN,WHT/RED,VINYL	EA

122554	NIP,PIPE,BLK,SCH40,1-1/2IN D X CLOSE,NPT,A53,F	EA
122603	PLUG,PIPE,PETES,1/4IN,NPT,1000PSI,NEOPRENE,BRASS	EA
122618	CPLG,PIPE,REDUCR,2 X 1,STL,BUTT WLD,SCH40,ANSI B16.9	EA
122654	NIP,PIPE,BLK,SCH40,1IN D X 6IN L,NPT,A53,F	EA
122727	VLV,BALL,GAS,2IN,FULL PRT,PE2406,BUTT,60PSI,WRCH OP	EA
122767	GSKT,FLNG,STRNR,1-1/4IN,RING,1/4IN,275PSI,ASTM A104	EA
122768	TEE,PIPE,1-1/4IN,STL,BUTT WELD,SCH40,ANSI B16.9	EA
122799	CTNG,PIPE,WAX TAPE,4IN X 9FT	RO
122834	NIP,PIPE,BLK,SCH40,4IN D X 12IN L,NPT,A53,F	EA
122906	NIP,PIPE,BLK,SCH40,1-1/2IN D X 8IN L,NPT,A53,F	EA
122968	SIGN,TAG-ID,URD CABLE,2X2.5x0.040,WHITE PL W/PEN & TIE	BX
122975	CPLG,PIPE,REDUCR,1-1/4 X 3/4,BLK,NPT,300PSIG,ASTM A197	EA
123049	UN,PIPE,GROUND JOINT,1-1/4IN,BLK,NPT,300PSIG	EA
123071	CONN,SLEEVE,12 AWG,COPPER,TRACER WIRE CONNECTOR	EA
123094	TRNSTN,PIPE,4IN STL X 4IN IPS,PE2406,WLD,W/SLV,F1010	EA
123110	CAP,PIPE,1-1/4IN,BLK,NPT,300PSIG,ASTM A197	EA
123115	GSKT,METER,2-7/32X3-3/16X1/8 THK,FOR 5A /1000MTR CON	EA
123126	NIP,PIPE,BLK,SCH40,3/4IN D X 7IN L,NPT,A53,F	EA
123148	UN,PIPE,GROUND JOINT,1IN,BLK,NPT,300PSIG	EA
123160	NIP,PIPE,SAV-A-VLV,1IN X 3IN,BLK,1440PSIG,WLD,A105	EA
123172	PLUG,PIPE,1/4IN,SQ HEAD,175PSI,C.I.,ASTM A126	EA
123199	STOPR,PIPE,HALF,4IN,1 PCE,250PSI,W/CI CAP,F1020	EA
123322	NIP,PIPE,BLK,SCH80,1 IN D X 6 IN L,NPT,WR STL,A53,F	EA
123341	PLUG,PIPE,2IN,EXPANDER,STL / RUB,FOR ABANDONMENT ONLY	EA
123504	ELL,PIPE,1 IN,SCH40,90,WD,LG,WPB,STL,ASTM A234	EA
123566	CPLG,PIPE,3/4IN IPS,PE2406,SOCK,60PSIG,ASTM D2513-95C	EA
150294	TAPE,ADHSV,TAC,HANDY CAP,4IN SQ	EA
150480	CTNG,PIPE,HOT WRP,2IN X 50FT,GMS C2010	RO
150481	CTNG,PIPE,HOT WRP,4IN X 50FT,GMS C2010	RO
150482	CTNG,PIPE,HOT WRP,TYPE 20,6IN X 75FT,GMS C2010	RO
150483	CTNG,PIPE,COLD WRP,2IN X 100FT,UV RESNT,GMS C2010	EA
150484	CTNG,PIPE,COLD WRP,4IN X 100FT,UV RESNT,GMS C2010	RO
150485	PRIM,1 QT,LIQUID,PRIMING PSTE FOR HOT WRAP	QT
150510	GSKT,FLNG,2IN,RING,1/8IN,720PSI,METAL,ASTM A104	EA
150511	GSKT,FLNG,3IN,RING,1/8IN,720PSI,METAL,ASTM A104	EA
150512	GSKT,FLNG,4IN,RING,1/8IN,720PSI,METAL,ASTM A104	EA
150513	GSKT,FLNG,6IN,RING,1/8IN,720PSI,METAL,ASTM A104	EA
150514	GSKT,FLNG,8IN,RING,1/8IN,720PSI,METAL,ASTM A104	EA
150871	SCREW,CAP,5/8IN X 2-1/4IN,HEX HD,FOR ROTARY MTRS	EA

APPENDIX B

WATCH AND PROTECT FUNCTION

INSPECTION PROCEDURES FOR CONTRACTOR

This inspection procedure is to be followed whenever excavation is performed within five (5) feet of the following IPL high profile facilities:

- Inter City Mains
- Regulator Pits
- Regulation Stations
- Or other facility as identified by IPL

Locating the Facility

- Contractor shall perform the locate. The route of all high profile facilities shall be verified.
- Contractor shall label the size of the facility if it is greater than two (2) inches in diameter.
- Any locate problems or unusual situations will immediately be communicated to Contractor's supervisor.
- Contractor's dispatch shall be notified that a high profile facility has been located and pertinent information shall be recorded as soon as the locate is completed.
- If Contractor personnel observe any exposed steel gas pipe they shall telephone IPL's zone dispatch, but shall not have any responsibility to take any other action.
- The above information shall be available to IPL upon request.

Dispatch

- Contractor dispatch is notified by the locator once any high profile facilities are located.
- Pertinent information is recorded by Contractor.
- Contractor dispatch shall contact excavator to determine if a conflict exists and if so, when excavation will begin.
- Contractor dispatch shall provide IPL's zone dispatch with the information on the locate and obtain approval to proceed with Watchdog. If authorized by IPL to proceed, Contractor dispatch shall assign a Contractor inspector to be the Watchdog.

The Watchdog

- Contractor inspector shall arrive on site before excavation begins and relocates facility if necessary.
- Contractor inspectors will NEVER give depth of facility. Contractor inspectors shall explain to the excavator that the only way to be sure of depth is to use hand tools and expose the facility. If necessary, the inspector will assist in safe exposure.
- Contractor inspectors will insure that the state statute applicable to the location in question is followed with respect to the use of power operated equipment near the marked high profile facility. Power operated equipment must not be used within a MINIMUM clearance of eighteen (18) inches of the unexposed marked facility. The minimum clearance means that some situations will warrant more than an eighteen (18) inch clearance. Directional boring equipment and power-operated augers are examples of when eighteen (18) inches is not sufficient clearance without the facility being exposed first. Blind bores are never acceptable.
- In the event that a Contractor inspector is unable to insure that an excavator will/can proceed with reasonable care, the Contractor inspector shall notify IPL's zone dispatcher for assistance.
- Contractor inspectors will not advise excavators on proper support practices for exposed JCE

facilities. Contractor's inspector shall only inform excavators that they must be supported and will direct the excavator to seek assistance from IPL.

- Contractor inspectors shall stay on Watchdog for so long as power-operated equipment is being used within five (5) feet of high profile facility.
- Contractor inspector will not make any decisions regarding whether an existing facility is live or abandoned.
- Contractor inspector will call IPL's zone dispatcher if IPL inspector observes any exposed steel pipe, any damage to facilities, or any damage to protective coatings.
- Contractor inspector shall call IPL's zone dispatcher in the event that an unsafe situation of any kind exists related to or in close proximity to IPL's facilities.

PROPRIETARY

IPL Exhibit (JEH-2)
Schedule A
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APPENDIX C

APPENDIX D

ARBITRATION PROCEDURES

I. Discovery. The parties will cooperate in the voluntary exchange of documents and information as will serve to expedite the process. Discovery will be conducted in the most expeditious and cost-effective manner possible and will be limited to that which is relevant. Each party will have the right to take the deposition of three individuals and any expert witnesses designated by another party. Each party also will have the right to make requests for production of documents to any party. Upon request, either party will be entitled to receive copies of documents subject to discovery at least five (5) business days prior to a hearing. The subpoena right specified below will be applicable to discovery pursuant to this paragraph. Additional discovery may be had only where the Arbitrator selected pursuant to this Agreement so orders upon a showing of substantial need by the requesting party.

II. Designation of Witness. At least thirty days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration.

III. Subpoenas. Each party will have the right to subpoena witnesses and documents for the arbitration, and the Arbitrator is empowered to subpoena witnesses or documents to the extent permitted in a judicial proceeding under the Uniform Arbitration Act (710 ILCS 5/7), upon his or her initiative or the request of a party. Unless the Arbitrator directs otherwise, the party requesting the production of witnesses or proof will bear the costs of production.

IV. Arbitration Procedures.

A. General. Except as provided in this Agreement, any arbitration will be conducted in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (“AAA”) before an arbitrator who is licensed to practice law in the state in which the arbitration is convened (“the Arbitrator”) within six (6) months of the filing of the Claim for Arbitration. The arbitration will take place in or near DuPage County, Illinois. To the extent that the then current Commercial Arbitration Rules of AAA conflict with the provisions of this Agreement, the provisions of this Agreement will govern.

B. Selection of Arbitrator. The parties shall attempt to agree on a person with special knowledge and expertise with respect to the matter at issue to serve as arbitrator. If the parties cannot agree on an arbitrator within ten (10) days after the Notice of Claim has been provided by one party to the other, the Arbitrator will be selected as follows: The AAA will give each party a list of eleven arbitrators drawn from its panel of commercial arbitrators. Each side may strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, said individual will be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties will agree on a person or will strike names alternately until only one remains. If no common name remains on the lists of all parties, the AAA will furnish an additional list or lists until an arbitrator is selected. At the request of the claimant, the

AAA's filing fee, normally payable at the time a case is filed, will be advanced by the filing party, subject to apportionment in accordance with paragraph IV.F below.

C. Record of Proceedings and Post-Hearing Briefs.

1. The arbitration and all hearings will be held in or near DuPage County, Illinois, or such other city or town as is mutually agreeable to the parties. The location of the hearing within the city or town and the starting time of the hearing will be agreed to by the parties, and, if they are unable to agree, will be determined by the Arbitrator.

2. The order of presentation at the hearing will be determined by the Arbitrator. The Arbitrator will afford each party a full and fair opportunity to present relevant proof, to call and cross examine witnesses and to present argument.

3. The Arbitrator will not be bound by any formal rules of evidence with the exception of the applicable law with respect to the attorney-client and work-product privileges.

4. The Arbitrator will not be liable to either party in connection with the proceeding. Neither party will sue, join, subpoena, or in any manner otherwise involve the Arbitrator in any action or proceeding.

D. Powers of the Arbitrator.

1. The Arbitrator will apply the substantive law (and the law of remedies, if applicable) of Illinois or federal law or both, as applicable to the Claim(s) asserted. The Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement.

2. The Arbitrator will have jurisdiction to hear and rule on discovery and subpoena disputes and any other prehearing disputes and is authorized to hold prehearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator will have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and will apply the standards governing such motions under the Federal Rules of Civil Procedure.

3. The Arbitrator may award either party its reasonable attorneys' fees and costs, including reasonable expenses associated with production of witnesses or proof, upon a finding that the other party (a) engaged in unreasonable delay or (b) failed to comply with an Arbitrator's discovery order.

E. Record of Proceedings and Post-Hearing Briefs. A court reporter will provide a stenographic record of proceedings and the expense will be apportioned as set forth in paragraph IV.G below. Either party, upon request at the close of hearing, will be given leave to file a post-hearing brief of a length not to exceed twenty pages, unless, upon

good cause shown, the Arbitrator grants permission for the filing of lengthier briefs. The time for filing the brief will be set by the Arbitrator.

F. The Award. The Arbitrator will render an award and opinion in writing which will be dated and which will contain findings of fact, conclusions of law, and rationale for the disposition of any and all issues raised by the parties. Unless applicable law provides otherwise, the Award will be final and binding upon the parties and will be based solely on the evidence and authorities presented to the Arbitrator, the applicable law, and the provisions of this Agreement.

G. Arbitration Fees and Costs. The parties will equally share the fees and costs of the Arbitrator, room rentals, stenographic services, and similar costs of the arbitration. Each party will deposit funds or post other appropriate security for its share of the Arbitrator's fee, in an amount and manner determined by the Arbitrator, ten days before the first day of hearing. Each party will pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and costs, including expert witness fees, the Arbitrator may award reasonable attorneys' fees and costs, including expert witness fees to the prevailing party.

V. Enforcement and Collateral Proceedings.

A. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, to enforce any prehearing orders or subpoenas issued by the Arbitrator, and to enforce an arbitration award.

B. The parties agree not to commence or pursue any litigation or administrative proceeding on any Third Party Claim, dispute, or issue subject to this proceeding, and the parties also agree to discontinue any such proceeding which is commenced after, or is pending at, the time of submission of a Claim under this arbitration procedure.

Exhibit 2.2
Gas Supply and Transportation Services – Permanent Capacity Release Volume Details
IPL to JCE

<u>Transportation Contracts</u>		Winter Volume	Summer Volume	Winter Receipt	Summer Receipt	Delivery Point	Contract End Date	Notes
NNG Contract No.	2,900	2,300	Demarc 1,300 Ventura 704 Ogden 646 Carlton 250 Demarc	Demarc 1,300 Ventura 730	Savanna	10/31/2007	Contract will have to be extended to 10/31/17 because of the Open Season.	
106082	600	-				3/31/2007	Contract will have to be extended to 3/31/17 because of the Open Season	
New Contract	250	250	Ventura	Ventura		10/31/2017	Contract will start on 11/1/07 as part of the 2007 Open Season. Note this contract may not exist yet at the time of the sale and might end up being done later.	
Total	3,750	2,550						

<u>Storage Contracts</u>		Winter MDWQ	Summer MDIQ	Delivery Point	Contract End Date	Notes
NNG Contract MSQ	120,000	2,081	1,321	Clinton	5/31/2007	NNG FDD service currently 3 Step service
111969	85,000	1,700	680	Clinton	4/30/2007	Storage Withdrawal Transport for DSS storage 3024 Hansford (1250 dtths), 5556 Transok #2 (250 dtths) 5433 Stingray
117037*	300	MC	LA 1,500	Clinton	4/30/2007	903072 MRT Chitwood
Total	5,000	3,000				

<u>Balancing Contracts</u>		Winter MDQ	Summer MDIQ	Contract End Date	Note
NNG SMS	350	350	10/31/2007		NNG SMS balancing service for Zone D
111979	85,000	1,700	4/30/2007		NGPL DSS service which includes winter transport, no-notice balancing and storage

*Note that all the NGPL contracts are in the ROFR process right now and negotiations will start in June 2006 to extend their terms past 4/30/07. This will probably be complete before the sale takes place so the rates and expiration dates will change.