

Individual
Responsible: D.L. Kutsunis

85 of 150



MIDAMERICAN ENERGY COMPANY
Schedule of Rates For
Gas Service in Illinois

Ill C. C. No. 9
Original Sheet No. 84

MidAmerican tariff rate applicable for such incremental volumes or terminating this Agreement.

C. MidAmerican shall deliver the gas distributed hereunder at the Delivery Point at a pressure of not less than four hundred and thirty pounds per square inch-gauge (430 psig). Both Parties agree that MidAmerican's ability to deliver gas at such a delivery pressure and to provide the distribution service contemplated hereunder, at the prices set forth herein, is expressly conditioned upon Northern Border Pipeline Company ("Northern Border") and Natural Gas Pipeline Company of America ("NGPL") maintaining delivery pressures at the applicable Primary Receipt Points at the following minimum levels: (i) in the case of Northern Border, seven-hundred pounds per square inch-gauge (700 psig), and (ii) in the case of NGPL, five-hundred and fifty pounds per square inch-gauge (550 psig). Should such Primary Receipt Point pressure(s) be reduced to levels which preclude MidAmerican's delivery of natural gas of the contracted volumes at the contracted minimum pressure to the Customer, in whole or in part, MidAmerican will provide notice to Customer and both Parties agree to meet and negotiate revisions to the terms of this Agreement that are mutually acceptable. Customer acknowledges that MidAmerican's failure to perform the distribution service contemplated herein to the extent caused by Northern Border or NGPL reducing its delivery pressures to MidAmerican below the levels specified in this Article shall not constitute a default by MidAmerican.

D. During the term of this Agreement, the lost and unaccounted for percentage (sometimes referred to as fuel or retention) shall be fixed at 0.10%.

Article III. Daily Balancing and Settlement of Monthly Imbalances

A. Nominations, daily balancing and settlement of cumulative monthly imbalances shall be in accordance with the terms and conditions of Rider No(s). 6, 7, 8, 9 and 11 of the Illinois Rates.

Article IV. Receipt Points

A. The Primary Receipt Point(s) shall be (i) the meter at the proposed new town border station where the transmission system of Northern Border interconnects with MidAmerican's distribution system (Nitrin Line) near Cordova, Illinois (the "Northern Border Primary Receipt Point") and (ii) the meter at the MidAmerican/NGPL Mol #4 Henry (Pin# 900046) townborder station where the transmission system of NGPL interconnects with MidAmerican's distribution systems (the "NGPL Primary Receipt Point"). The availability of firm distribution service hereunder from the NGPL Primary Receipt Point, and Customer's ability to deliver Customer-provided gas to MidAmerican's system at the NGPL Primary Receipt Point, shall be limited and subject

Individual
Responsible: D.L. Kutsunis

86 of 150



MIDAMERICAN ENERGY COMPANY
Schedule of Rates For
Gas Service in Illinois

Ill C. C. No. 9
Original Sheet No. 85

to the hourly gas consumption at Customer's Facilities as set forth below (availability for consumption levels between those on the table shall be determined by interpolation):

Consumption at Customer's Facilities (DTh per hour)	NGPL Primary Receipt Point Availability (DTh per hour)
4,000	420
3,400	970
2,800	1,350
2,200	1,615

On Gas Days when Customer chooses to schedule Customer-provided gas deliveries to the NGPL Primary Receipt Point, Customer will be allowed to schedule at the NGPL Receipt Point a daily quantity equal to at least 420 DTh per hour times the actual number of hours in such Gas Day that Customer operates its Facilities at a level greater than 1,500 DTh per hour. Subject to the foregoing, from time to time MidAmerican will determine and notify Customer as to the quantity Customer will be allowed to schedule at NGPL Primary Receipt Point based on Customer's forecasted gas consumption schedule.

B. Both Parties acknowledge and agree that due to the size and operating characteristics of Customer's Facilities, close coordination will be required between Customer's operating personnel and MidAmerican's gas control personnel, especially during generation start-up. Customer agrees to provide MidAmerican with the estimated hourly gas consumption schedule at the Point of Delivery schedule by 6:00 A.M. for the 30-hour period commencing at such time, or at such other time and/or for such other period as the Parties may agree from time to time. MidAmerican gas control personnel will use this hourly dispatch schedule to coordinate hourly gas flows at the Primary Receipt Points. Customer agrees to use its best efforts to provide MidAmerican's gas control personnel the greater of fifteen minutes, or ten minutes plus the amount of reaction time required by Northern Border and NGPL to adjust their deliveries to the respective Primary Receipt Point, prior notice of any changes in Customer's gas consumption levels that will result in greater than a 1,000 DTh per hour increase or decrease to scheduled hourly gas flows as shown on Customer's then effective schedule that has been provided to MidAmerican. Customer shall be permitted to amend its daily nomination schedule after it has been originally submitted provided that MidAmerican is able to confirm such changes with the applicable Pipeline(s).

Article V. Customer Elections Under Riders 9 and 11

A. In accordance with the provisions of Rider No. 9 Customer elects not to purchase Company-Supplied Reserve.

Individual
Responsible: D.L. Kutsunis

87 of 150



MIDAMERICAN ENERGY COMPANY
Schedule of Rates For
Gas Service in Illinois

Ill C. C. No. 9
Original Sheet No. 86

B. In accordance with the provisions of Rider No. 11, Customer from time to time may choose to purchase Optional Group Balancing Service by entering into a separate Supplier Service Agreement.

Article VI. Rates

A. Subject to the terms and conditions of this Agreement, Customer agrees to pay MidAmerican distribution charges on a monthly basis. The distribution charges will be comprised of a Customer Charge, a Commodity Charge, NGPL-Customer Charge and a NGPL-Commodity Charge. Commencing during the month the facilities contemplated by Article IIA are first available and continuing through December 31, 2001, the Customer Charge shall be \$8,280.00 per month and the Commodity Charge shall equal the product of \$0.0022 ("Commodity Rate") multiplied by the number of DTh delivered to the Delivery Point. Thereafter, commencing each January 1, the applicable Customer Charge and Commodity Rate shall be revised in accordance with Exhibit A which is attached hereto and incorporated herein by reference. Commencing during the month the facilities contemplated by Article IIA are first available and continuing through December 31, 2001, the NGPL-Customer Charge shall be \$6,830.00 per month and the NGPL-Commodity Charge shall equal the product of \$0.0108 ("NGPL-Commodity Rate") multiplied by the number of DTh delivered to MidAmerican by Customer at the NGPL Primary Receipt Point. Thereafter, commencing each January 1, the applicable NGPL-Customer Charge and NGPL-Commodity Rate shall be revised in accordance with Exhibit A.

(1) During the term of this Agreement, upon providing MidAmerican with twelve-months written notice, Customer may elect to permanently terminate its rights as provided in Article IV. to deliver Customer-owned gas to MidAmerican at the NGPL Primary Receipt Point for the remaining term of this Agreement. Upon the effective date of such termination, the NGPL-Customer Charge and NGPL-Commodity Charge described in this Article shall no longer apply.

B. Customer agrees to pay MidAmerican, pursuant to this Paragraph B of this Article, a non-refundable sum equal to MidAmerican's actual cost to construct the new interconnect with NBPL, the lateral pipeline from MidAmerican's existing distribution system to Customer's Facility, metering stations and other plant and facilities necessary for MidAmerican to provide the distribution service contemplated hereunder. The Parties understand and agree that the cost of such facilities, as of the date of this Agreement, is *estimated* to be \$1,760,000.

(1) Customer shall advance to MidAmerican, as appropriate, payment for the costs referred to in this Paragraph B in an amount reasonably estimated by MidAmerican before such work is commenced or expenditures therefor are made by MidAmerican. Such payment shall be credited by MidAmerican to a working