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Responsible: D.L. Kutsunis

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MIDAMERICAN ENERGY COMPANY
Schedule of Rates For
Gas Service in Illinois

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(the "Initial Term"). At the end of the Initial Term the Agreement shall continue in effect from year to year unless terminated by either Party at the end of the Initial Term or thereafter upon at least one year's prior written notice.

B. If by September 1, 1999, this Agreement has not been approved by the Commission, Customer shall have the unilateral right to terminate this Agreement by prior written notice to MidAmerican. Additionally, prior to issuance by Customer of its notice to proceed hereunder, Customer may terminate this Agreement by prior written notice to MidAmerican if Customer determines to abandon the development and construction of Customer's Facilities. In the event of any termination under this Article IX.C., Customer shall remain obligated to reimburse MidAmerican for its reasonable costs incurred in connection with the performance of its obligations under this Agreement. If this Agreement is so terminated, MidAmerican agrees to use commercially reasonable efforts to mitigate those costs that Customer is obligated to pay hereunder.

Article X. Notices

A. Any notice, request, demand, monthly statements and payments provided for in this Agreement or in the Illinois Rates, or any notice which either Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when personally delivered, sent by facsimile transmission and written confirmation thereof has been received, three days after being mailed by first-class postage prepaid United States mail, or one day after being sent by prepaid overnight delivery to the other Party by the United States Postal Service, Federal Express, Airborne or other nationally recognized overnight courier service, addressed to the other Party at its address indicated below, or at such other address as either Party may designate for itself in writing to the other Party. Notices which pursuant to this Agreement are required to be given or may be given by telephone or facsimile transmission shall be directed to the telephone numbers indicated below or at such other telephone number as either Party may designate for itself in writing to the other Party.

MidAmerican

Customer

Contract Administration
MidAmerican Energy Company
P. O. Box 657
Des Moines, IA 50303-0657
Attn: Vice President, Sales
Telephone 515-281-2326
Fax 515-242-4221

Contract Administration
Cordova Energy Company
P.O. Box 657
Des Moines, IA 50303-0657
Attn: Chuck Montgomery
Telephone
Fax

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Contract Administration (overnight)
MidAmerican Energy Company
666 Grand Avenue
Des Moines, IA 50309
Attn: Vice President, Sales

Contract Administration (overnight)
[to be provided by customer prior to
of service hereunder]

Payment
MidAmerican Energy Company
P. O. Box 8020
Davenport, IA 52808-8020
Attn: Accounts Receivable

Invoices

Attn:
Telephone
Fax

Article XI. Prior Agreement

A. The "Firm Natural Gas Distribution Agreement (Rate No. 80)" executed by the Parties hereto on April 5, 1999 is replaced in its entirety by this Agreement and said April 5, 1999 Agreement is rendered null and void by the Parties execution of this Agreement.

Article XII. Miscellaneous

A. To the extent provided for herein, all provisions of MidAmerican's Illinois Rates governing the distribution or transportation of natural gas shall apply to the distribution service provided to Customer. If a conflict arises between Illinois Rates and this Agreement, this Agreement shall control to the extent permissible by law. In the event natural gas distribution service in the State of Illinois is deregulated during the term of this Agreement and is no longer subject to rate regulation by the Commission, then, to the extent that the provisions of the Illinois Rates as such provisions exist immediately before such deregulation apply to this Agreement, such provisions shall continue to apply from and after such deregulation.

B. Customer shall execute a MOT access agreement and, after such execution, will have electronic access to MOT.

C. Upon request and billing by MidAmerican, Customer shall reimburse MidAmerican for any regulatory filing fees which MidAmerican shall be required to pay to effectuate, provide or terminate service under this Agreement.

D. Customer shall provide to MidAmerican at MidAmerican's measurement and control facilities at or near the Delivery Point, continuous, non-switched, 120 volt, single phase, AC electric power supply and a dedicated, analog phone line, which can be directly accessed by dialing the area code plus seven digits. If additional metering or

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communication facilities are required for MidAmerican to commence or continue to transport Customer-provided gas or to meter or telemeter quantities of Customer-provided gas transported under this Agreement, Customer shall reimburse MidAmerican for the installation of such additional metering or communications facilities before MidAmerican shall be obligated to provide, or continue to provide, any service under this Agreement; provided, however, if such facilities are also used to provide service to customers other than Customer, MidAmerican shall charge Customer only for such portion of such costs as is reasonably determined by MidAmerican in accordance with the applicable cost allocation methodologies used to determine the rates then in effect to MidAmerican's Illinois gas service customers.

E. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, no consent shall be required for any assignment or transfer by merger, consolidation or reorganization, or as part of a transfer of all or substantially all of the assets of the assignor or transferor. Any person which succeeds by purchase, merger or consolidation to the Customer's Facilities or MidAmerican's business, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor under this Agreement. The restriction on assignment contained in this Section shall not prevent either Party from assigning its rights hereunder as security for its indebtedness. Customer shall not by assignment alter the Delivery Point.

F. Customer shall have the right, without the consent of MidAmerican, but upon prior notice to MidAmerican (which notice shall include the names and addresses of the Financing Parties (as hereinafter defined)) to mortgage and/or assign its rights and interests under this Agreement, as collateral security, to any entities providing construction, interim and/or long-term debt financing or refinancing of the Project, including any trustees or agents acting on behalf of any such entities (such entities, trustees and agents, collectively, the "Financing Parties") and, in connection with any such assignment, MidAmerican agrees to execute and deliver an agreement reasonably satisfactory to the Financing Parties consenting to such assignment and containing other reasonable and customary provisions for consent to assignment agreements for the project financing of electric power generating facilities, provided, the foregoing shall not require MidAmerican to modify, in any manner whatsoever, MidAmerican's rights and obligations hereunder.

Should the Customer mortgage and/or assign any interests as provided in the immediately preceding paragraph, MidAmerican and the Customer agree between themselves and for the benefit of any Financing Parties as follows:

- (1) They will not modify or cancel this Agreement in a manner that would materially adversely affect the Financing Parties, without the prior written consent of the Financing Parties in accordance

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with the requirements of the applicable financing documents; provided, however, to the extent that the financing documents among the Customer and the Financing Parties so provide, MidAmerican and Customer will not modify or cancel this Agreement in any manner without the prior written consent of the Financing Parties, which consent shall not be unreasonably withheld, delayed or conditioned;

- (2) The Financing Parties shall have the right to do any act or thing required to be performed by the Customer under this Agreement, and any such act or thing performed by the Financing Parties shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of the Customer's rights under this Agreement as if done by the Customer itself; and
- (3) If MidAmerican shall become entitled to terminate this Agreement due to an uncured default by the Customer, MidAmerican will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Financing Party that MidAmerican has received notice of pursuant to Article XII.F. and has given each Financing Party at least thirty (30) days to cure the default to prevent such termination of its Agreement. Furthermore, if within such thirty (30) day period of Financing Party notifies MidAmerican that it must foreclose on the Customer's interest or otherwise take possession of the Customer's interest under this Agreement in order to cure the default, MidAmerican shall not terminate this Agreement and shall permit such Financing Party a sufficient period of time as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire the Customer's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by the Customer.

G. If either Party is rendered wholly or partially unable to carry out its obligations under this Agreement due to Force Majeure, the affected Party must give notice and provide the full particulars of the Force Majeure in writing or by facsimile to the other Party as soon as is reasonably possible after the occurrence. So far as they are affected by the Force Majeure, the obligations of the Parties, other than to make payments of amounts due, shall be suspended during the continuance of any inability so caused, but no longer. The term "Force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, arrests and restraints of governments and people, present and future valid orders, decisions or rulings or any governmental authority having jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, and any other cause, whether of the kinds herein enumerated or otherwise, not within the control