

PARTIAL SERVICE AREA AGREEMENT

THIS PARTIAL SERVICE AREA AGREEMENT (“Agreement”), made and entered into as of the 13<sup>th</sup> day of August, 2015, by and between JO-CARROLL ENERGY INC. (hereinafter referred to as “Jo-Carroll”) and MIDAMERICAN ENERGY COMPANY (hereinafter referred to as “MidAmerican”), (hereinafter referred to collectively as the “Parties” or in the singular as a “Party”),

WITNESSETH:

WHEREAS, Jo-Carroll and MidAmerican are both electric suppliers, as defined by the Electric Supplier Act of the State of Illinois, 220 ILCS 30/1 et seq., approved July 2, 1965, as amended (hereinafter referred to as “ESA”); and

WHEREAS, pursuant to Section 6 of the ESA (220 ILCS 30/6), the parties hereto are authorized to contract together defining and delineating one or more service areas in which each shall be entitled to furnish the exclusive electric service which contract shall be subject to the approval of the Illinois Commerce Commission (the “Commission”); and

WHEREAS, the parties, in order to avoid duplication of facilities and to minimize disputes between themselves which may result in inconvenience and diminished efficiency to the public desire to reach agreement with regard to the rights of each to provide electric service in an area with the following description:

**Southeast Quarter of Section 11, Township 16 North, Range 3 East of the 4<sup>th</sup> P.M., Henry County, Illinois.**

PIN: 13-11-400-001

and to enter into a Partial Service Area Agreement defining and delineating their respective service

rights in such partial service area to furnish electric service.

WHEREAS, MidAmerican also seeks to retain its right to continue to provide single-phase service to 16636 N. 1620<sup>th</sup> Ave., Geneseo, IL.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein stated, Jo-Carroll and MidAmerican agree as follows:

1. In order to define and delineate certain territory in Henry County, Illinois, in which either Jo-Carroll or MidAmerican shall be the exclusive electric supplier, the parties attach a map, designated as Appendix A, which is by reference incorporated herein and which is marked either "Jo-Carroll" or "MidAmerican" to identify the respective territory which each of Jo-Carroll or MidAmerican shall hereafter exclusively serve. Provided, however, Jo-Carroll shall have the right to be the exclusive electric service provider for the following described properties:

**Southeast Quarter of Section 11, Township 16 North, Range 3 East of the 4th P.M., Henry County, Illinois.**

PIN: Portion of 13-11-400-001

Excepting single-phase service provided by MidAmerican to the house located at 16636 N. 1620<sup>th</sup> Ave., Geneseo, IL, which will continue to be served by MidAmerican.

By this Agreement and delineation of exclusive service territories, the Parties expressly agree that, except as otherwise provided in this Agreement, neither of the Parties can or will assert any claim of right to serve any new customer in the exclusive service territory of the other Party, as detailed on Appendix A, based on the service entitlement provisions of Sections 5, 7, 8 or 14 of the ESA (220 ILCS 30/5, 30/7, 30/8 and 30/14).

2. Regardless of the exclusive service territories described on Appendix A, if either

Jo-Carroll or MidAmerican constructs a service facility for its own use in the territory designated for the other, such service facility may be served by its owner. Neither Jo-Carroll nor MidAmerican shall be prohibited from constructing and maintaining new lines when necessary, through the service area or areas of the other, provided no service is extended from such lines, or any of them, to any customers except for service to those customers whose premises are situated in the service territory of the constructing party and which customer's premises the constructing party is otherwise entitled to serve pursuant to this Agreement.

3. New customers will be served by the Party in whose service territory they are located. If the customer's premises straddle the territorial boundary line, the supplier shall be the Party in whose service territory the majority of the square footage of the customer's structure is located. Additions to existing metered structures or additional structures added to existing metered services shall be served by the initial supplier.

4. It is the Parties' intent that the future annexation into a municipality of any part or all of the service area or areas of one or both of the Parties hereto shall not affect this agreement or the exclusive service territories herein created, and that the Parties shall continue to have all rights afforded under this Agreement to be the exclusive electric supplier in the annexed territory to all customers then or thereafter located therein. It is not the intent of this Agreement, however, to usurp the rights of any municipality, as they may exist.

5. In the event either party to this Agreement requests authority from a municipality to use the public streets and ways of such municipality or requests authority to provide electric service within the territory of such party annexed to or contemplated to be annexed to such municipality, neither party to this Agreement nor any of its employees, officers, directors or agents shall take any action, either directly or indirectly, objecting to or otherwise opposing such

request. Nothing herein provided, however, shall prohibit any person who is a resident of the affected municipality from exercising his or her constitutional or civil rights.

6. Nothing herein provided shall prevent either party from continuing to serve existing customers in unincorporated areas that become annexed after the effective date of this Agreement.

7. This Agreement is entered into pursuant to Section 6 of the ESA (220 ILCS 30/6). The parties intend that the terms of this Agreement shall govern all disputes concerning the rights of the parties to serve customers within the territory covered by the Agreement. It is intended by the parties that this Agreement and the rights of each to serve customers in their respective exclusive service territories covered by the Agreement shall supersede any claim of right by either party pursuant to the ESA.

8. In the event one of the parties hereto should request the other to furnish service to a consumer which such requesting party is entitled to, and obligated to serve, and the other party is willing and able to serve such consumer and does so, this Agreement shall not thereby be voided, but shall to that extent be modified and shall otherwise remain in full force and effect.

9. The rights and obligations of this Agreement shall inure to and be obligatory upon the respective successors and assigns of the parties hereto.

10. The sole and exclusive venue for enforcement of this Agreement shall lie solely with the Illinois Commerce Commission.

11. Upon the execution of this Agreement the parties hereto will forthwith file a joint application for its approval with the Illinois Commerce Commission and this Agreement shall be subject to Commission approval. This Partial Service Area Agreement shall not

become effective until it has been approved by final order of the Commission and the effective date of this Agreement shall be the date of such final Commission Order. When approved by the Commission this Agreement shall become effective forthwith and shall continue in full force and effect until or unless it is amended and such amendment is approved by the Commission or until rescinded by the further written agreement of both parties hereto and such rescission approved by the Commission.

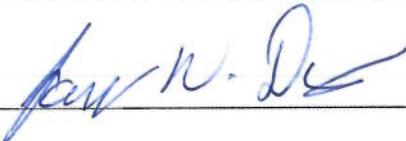
IN WITNESS WHEREOF, the parties hereto have caused this Partial Service Area Agreement to be executed in their respective corporate names by their duly authorized officers as of the day and year first above written.

JO-CARROLL ENERGY INC.

By: 

Michael W. Hastings, President & CEO

MIDAMERICAN ENERGY COMPANY

By: 

James W. Dougherty, Vice President  
Electric Delivery