Matthew R. Dorsett
Attorney
Direct Dial: 317-249-5299
E-mail: mdorsett@misoenergy.org

July 8, 2013

VIA ELECTRONIC FILING

Ms. Kimberly Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Midcontinent Independent System Operator, Inc.
FERC Docket No. ER13-_____
Filing of Amended and Restated Electric Transmission Interconnection Agreement

Dear Ms. Bose:

Pursuant to Section 205 of the Federal Power Act and Part 35 of the Commission's regulations, 18 CFR § 35.1 *et seq.*, the Midcontinent Independent System Operator, Inc. ("MISO") hereby respectfully submits an executed MidAmerican Energy Company ("MidAmerican") Sixth Revised FERC Rate Schedule No. 62 Amended and Restated Electric Transmission Interconnection Agreement ("Interconnection Agreement") between MidAmerican, Corn Belt Power Cooperative ("Corn Belt"), and MISO; MISO has designated MidAmerican First Revised Rate Schedule No. 62 as Original Service Agreement No. 2477 under the MISO FERC Electric Tariff, Fifth Revised Vol. No. 1 ("Tariff").[1]

I. OVERVIEW OF FILING

The purpose of filing is to update the Interconnection Agreement to recognize certain changes in the lists of points of interconnection resulting from the interconnection of Freedom Substation near Emmetsburg, Iowa, which added an interconnection point at

[1] As explained below, the instant filing modifies an existing agreement. Because MISO has been added as a signatory to the Interconnection Agreement, the agreement is being designated as a Service Agreement under the MISO Tariff as shown on the attached coversheet. MidAmerican is also designating the Interconnection Agreement as MidAmerican First Revised Rate Schedule No. 62.

Freedom and eliminated the Emmetsburg South 2 interconnection point. In addition, MISO's name change from Midwest Independent Transmission System Operator to Midcontinent Independent System Operator, Inc. has been recognized, and one minor spelling error has been corrected.

II. REVISIONS TO FIFTH REVISED ELECTRIC TRANSMISSOIN INTERCONNECTION AGREEMENT

The parties are amending the Interconnection Agreement to remove the Emmetsburg South 2 point of interconnection (Interconnection 3.) and replace that with one designated as Freedom.

Specifically, the revisions to the Interconnection Agreement include the following:

1) In the sixth WHEREAS and in the signature block, Midwest Independent Transmission System Operator, Inc. has been changed to Midcontinent Independent System Operator, Inc.
2) Ninth Revised Exhibit A has been retitled Tenth Revised Exhibit A, and contains the following updates:
    a) Interconnection 2. Emmetsburg South 1 has been changed to Emmetsburg South, reflecting the elimination of the Emmetsburg South 2 interconnection.
    b) Interconnection 3. Emmetsburg South 2 has been revised to replace Emmetsburg South 2 with Freedom, reflecting the change in interconnection points resulting from interconnection of Freedom Substation.
    c) Interconnection 4. Emmetsburg East has been changed to show the legal description of the location of the interconnection point.
3) Ninth Revised Exhibit B has been retitled Tenth Revised Exhibit B, and contains the following updates:
    a) In Interconnection 2. Emmetsburg South, the description of the Corn Belt and MidAmerican facilities has been revised to enhance accuracy and to remove the references to Emmetsburg South Substation facilities being shared with the Emmetsburg South 2 and Emmetsburg East interconnections.
    b) Interconnection 3.Emmetsburg South 2 has been changed to Freedom to reflect changes in interconnection points resulting from the interconnection of Freedom Substation and to show the associated facilities owned respectively by Corn Belt and MidAmerican.
    c) Interconnection 4. Emmetsburg East has been revised to more comprehensively describe the respective facilities owned by Corn Belt and MidAmerican, and to remove the references to Emmetsburg East Substation facilities being shared with the Emmetsburg South 1 and Emmetsburg South 2 interconnections.
    d) A spelling error has been corrected in Interconnection 49.Wall Lake.

MISO has reviewed the Interconnection Agreement and agrees with the parties that none of these changes would abrogate the Grandfathered Agreement ("GFA") status of the Interconnection Agreement.[2] The GFA status of the Interconnection Agreement should not be affected by the instant filing because the Interconnection Agreement contemplates additional connections.[3]

III. DOCUMENTS SUBMITTED IN THIS FILING

Documents submitted with this filing include the transmittal letter, Tab A – clean copy of the Interconnection Agreement, and Tab B – redline comparison of the Interconnection Agreement with the version of that agreement currently on file at the Commission.

IV. PROPOSED EFFECTIVE DATE AND REQUEST FOR WAIVER

MISO respectfully requests that the Commission waive its sixty (60) day notice requirement as required by Section 35.3(a) of the Commission's regulations, 18 C.F.R. § 35.3(a), and make this Interconnection Agreement effective as of July 9, 2013.[4] The Parties have indicated their intention for and support of an effective date of July 9, 2013. MISO requests that the July 9, 2013 date be used to provide certainty to the Parties as to the status of the agreement. To the extent that the Commission determines that any

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[2] As noted in the Recital paragraphs to the Interconnection Agreement, the agreement was already designated as a GFA under the MISO Tariff. *See* Tariff at Attachment P (listing MidAmerican Contract No. 480). MidAmerican has joined MISO as a Transmission Owner, so MISO has been added as a signatory to the Interconnection Agreement as part of the amendment process. *See Indianapolis Power & Light*, 111 FERC ¶ 61,016 at P 9-10 (2005) (noting the requirement that "ISO-related interconnection agreements be three-party agreements between the transmission owner, the transmission provider, and the interconnection customer[]" and conditionally accepting amended agreement, subject to refiling as a three party agreement). The addition of MISO as a signatory is not intended to alter the transmission service provided under the Interconnection Agreement.

[3] The Commission permits GFA amendments that are contemplated by the underlying agreement. *See, e.g., Midwest Independent Transmission System Operator, Inc.*, 111 FERC ¶ 61,042 (2005). The facilities added as Interconnection 3. Freedom in Exhibits A and B of the Interconnection Agreement are within the scope of the additional connections provided for in Article IV of the existing Interconnection Agreement.

[4] The Commission's policy permits waivers of the 60-day prior notice of filing requirement in the case of a non-rate change to the terms and conditions of a Commission-accepted Rate Schedule. *See Central Hudson Gas & Electric* Corp., 60 FERC ¶ 61,106, *reh'g denied,* 61 FERC ¶ 61,189 (1992).

requirements of 18 C.F.R. § 35 apply that have not been specifically addressed herein, the MISO respectfully requests waiver of such requirements.

V. COMMUNICATIONS

Correspondence, pleadings and other materials regarding this filing should be addressed to the following persons:

Matthew R. Dorsett (mdorsett@misoenergy.org)*
Sally L. Clore (sclore@misoenergy.org)*
Amy Jones (ajones@misoenergy.org)
Midcontinent Independent System Operator, Inc.
P.O. Box 4202
Carmel, IN 46082-4202
(317) 249-5400

* Persons authorized to receive this service

VI. NOTICE AND SERVICE

MISO notes that it has served a copy of this filing electronically, including attachments, upon all Tariff customers under the Tariff, MISO members and Member representatives of Transmission Owners and Non-Transmission Owners, the MISO Advisory Committee participants, as well as all state commissions within the Region. The filing has been posted electronically on the MISO website at www.misoenergy.org under the heading "Library" and then "FERC Filings and Orders" for other interested parties in this matter. In addition, MISO has served a copy of this filing electronically on all parties to this agreement.

VII. CONCLUSION

For all the foregoing reasons, MISO respectfully requests that the Commission accept for filing this Amended and Restated Electric Interconnection Agreement, grant the proposed effective date of July 9, 2013, and grant waiver of any Commission regulations not addressed herein that the Commission may deem applicable to this filing.

Respectfully submitted,

/s/ Matthew R. Dorsett
Matthew R. Dorsett
Attorney for the Midcontinent Independent System Operator, Inc.

Attachment

cc: Jeffrey Hitchings, FERC
Patrick Clarey, FERC
Christopher Miller, FERC
Penny Murrell, FERC
Melissa Lord, FERC
Michael Donnini, FERC
Natalie Tingle-Stewart, FERC

TAB B

SA 2477 Corn Belt - MidAmerican GFA 477 Version: 1.0.0.0 Effective: 7/9/20136/2012

SA 2477 Corn Belt – MidAmerican GFA 477 Version 1.0.0. Effective 7/9/2013

First RevisedOriginal Service Agreement No. 2477

AMENDED AND RESTATED

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

BETWEEN

CORN BELT POWER COOPERATIVE

AND

MIDAMERICAN ENERGY COMPANY

AMENDED AND RESTATED

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

BETWEEN

CORN BELT POWER COOPERATIVE

AND

MIDAMERICAN ENERGY COMPANY

AMENDED AND RESTATED ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

between

MIDAMERICAN ENERGY COMPANY

and

CORN BELT POWER COOPERATIVE

This Amended and Restated Electric Transmission Interconnection Agreement, hereinafter referred to as "Agreement", made and entered into the 1st day of March, 1991, and amended on several previous occasions (effective November 4, 1993, effective June 1, 1996, effective September 15, 1998, effective February 15, 1999, effective December 23, 2002, effective January 1, 2005, effective January 8, 2006, ~~and~~ effective December 15, 2007, and effective August 28, 2012), and as herein amended effective June 21, 2013~~August 28, 2012~~, by and between Corn Belt Power Cooperative, an Iowa corporation, with its principal offices in the City of Humboldt, Iowa, hereinafter called the "Cooperative", and MidAmerican Energy Company, an Iowa Corporation and successor in interest by merger to Iowa Public Service Company, with its principal offices in the City of Des Moines, Iowa, hereinafter called the "Company".

W I T N E S S E T H

WHEREAS, the Cooperative and the Company each independently own and operate electric generating and transmission facilities, and as such engage in the business of providing electric energy to the general public or to electric distribution agencies, and

WHEREAS, portions of said transmission systems of the Cooperative and Company are in the same general vicinity, with some elements directly interconnected, and

WHEREAS, the Cooperative and the Company intend to continue present transmission interconnections and contemplate additional points of interconnection in the future, and

WHEREAS, both Parties desire to obtain maximum benefit of economy and continuity of service, and

WHEREAS, both Parties recognize additional mutual benefits by further coordination of operation and planning of their respective transmission systems.

WHEREAS, Midcontinent~~Midwest~~ Independent ~~Transmission~~ System Operator, Inc. ("MISO") is the Transmission Provider for MidAmerican and this agreement has been designated as a Grandfathered Agreement ("GFA") under the MISO Federal Energy Regulatory Commission ("FERC") Electric Tariff, Fourth Revised Volume No. 1 ("Tariff") at Substitute Original Sheet No. 2890C (listing MidAmerican Contract No. 480 in Attachment P of the Tariff), and

WHEREAS, this agreement addresses both interconnection and transmission and is being amended to reflect non-substantial changes

that do not alter transmission service and do not alter the status of this agreement as a GFA under the MISO Tariff and MISO is only executing the agreement for the limited purpose of monitoring interconnection to the MISO Transmission System, and

WHEREAS, the Parties acknowledge that MISO is not a party to the agreement, and the Parties and MISO agree that the amendment to add MISO as a signatory is not altering the underlying transmission service provided by this agreement as a GFA;

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Parties hereto agree as follows:

ARTICLE I - OBJECTIVES AND PURPOSES

Section 1. The objective of this Agreement is to provide the means for improving the reliability and economics of electric service to the customers of both Parties consistent with reasonable utilization of natural resources and effect on the environment. In order to accomplish this objective, the Parties shall endeavor to coordinate planning and operation of transmission facilities. However, each Party has the responsibility to provide facilities to satisfy its electric service requirements.

Section 2. The Parties shall act in good faith in the coordination of planning and operation of their respective systems, to the end that savings should be realized for both Parties through reduction in costs.

ARTICLE II — DEFINITIONS

Section 1. Facility Charge — the charges made by one Party to the other for costs attached to the ownership of property including fixed costs and any associated operating and maintenance expenses. Any Facility Charge being made will be detailed in Exhibit B.

Section 2. Good Utility Practices - any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the term of this Agreement, or any of the practices, methods, and 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 results at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practices shall not be limited to the optimum practice, method or act to the exclusion of all others, but rather shall mean the acceptable practices, methods, or acts generally accepted in the region which encompasses the Mid-Continent Area Power Pool or successor organization or reliability region, including those practices required by Federal power Act Section 215(a)(4).

ARTICLE III - COORDINATING COMMITTEE

Section 1. Each Party will appoint one (1) representative and an alternate to act for it in matters pertaining to the interconnected operation and planning of their respective electric systems and for the deliveries of power and energy herein provided, said representatives being referred to collectively as the Coordinating Committee. Both Parties will evidence such appointments by written notice to the other Party, and by similar notice either Party may at any time change its representative on the Coordinating Committee and also designate an

alternate representative to act in the absence of a designated representative.

Section 2. The Coordinating Committee shall meet annually and otherwise as necessary.

The principal responsibilities of the Committee shall include:

(1) Establishment of sub—committees to carry out the provisions of this Agreement.

(2) Development of guidelines for carrying out the specifics of this Agreement.

(3) Adjustment or settlement of any disputed billing rendered under this Agreement.

(4) A periodic review of all functions of this Agreement.

(5) Coordination of planning for transmission for the respective Parties.

(6) Establish meter reading practices.

(7) Coordinate communication facilities.

(8) Coordinate transmission operating practices.

(9) Performance of such other duties as may be required for the proper functioning of operations, billing and accounting under this Agreement.

Section 3. The representatives constituting the Coordinating Committee shall be of equal authority, and all decisions made and directions given must be unanimous. The Coordinating Committee shall

have no authority to alter, amend, change, modify, add to or subtract from any provision of this Agreement nor to bind or to take any action which would bind the Parties on any issues other than those arising from the authority specifically given to the Coordinating Committee under this Agreement. The Coordinating Committee may change previously established operating procedures and standard practices from time to time to meet changing conditions. If the Coordinating Committee is unable to agree on any matters within its jurisdiction, such matters shall be resolved by the mutual agreement of the Presidents of each of the Parties or their designated representatives. Should the Presidents or their representatives fail to reach an agreement then the matter shall be resolved by arbitration. Such arbitration shall be conducted before a board of three arbitrators selected by the American Arbitration Association and the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, subject to the further qualification that the arbitrators named under said rules shall be competent by virtue of education and experience in the particular matter subject to arbitration.

Section 4. Written minutes shall be kept for all meetings of the Coordinating Committee, and decisions or agreements made by the Coordinating Committee shall be reduced to writing.

ARTICLE IV - TRANSMISSION INTERCONNECTIONS & OPERATING PRACTICES

Section 1. Points of interconnection are listed in Exhibit A of this Agreement. Exhibit B also includes a list of principal facilities at each interconnection point. These Exhibits shall be modified from

time to time as may be required as interconnection points are added or facilities change.

Section 2. Whenever possible, facilities shall be provided by both Parties on an equitable basis so that Facility Charges for both Parties may be offset. On any interconnection points where Facility Charges are necessary, the charges will be based on the cost of providing that facility and shall be assumed to be on a temporary basis until such time when other facilities are added and Facility Charges renegotiated. Facility Charges for interconnection points and associated communication facilities shall be on a cost of facility basis and will be shown in Exhibit B. This Exhibit shall be modified from time to time as may be required as interconnection points are added or facilities change.

Section 3. Exhibits C and D, attached hereto and by this reference made a part hereof, further describe the ownership, rights and obligations of the Parties with respect to certain facilities connected at MidAmerican's Buena Vista Substation.

Section 4. Arrangements for energy losses and wheeling fees will be in accordance with each Party's transmission tariff.

Section 5. The systems of the Parties shall be maintained and operated to minimize, in accordance with Good Utility Practices, the likelihood of a disturbance originating in the system of one Party causing impairment to the service of the system of the other Party or of any other system interconnected therewith. Should either Party fail to fulfill its obligation in this Section, such matter shall be directed to the Coordinating Committee in accordance with ARTICLE III, of this Agreement.

Section 6. Each Party shall normally provide the vars required by its own system load. Each Party shall cooperate with the other in such exchange of vars as may be effected for the benefit of each system and such exchanges are to be made only by mutual agreement.

ARTICLE V - METERING

Section 1. Each Party hereto shall install, own, test, operate and maintain all watthour meters, demand meters, energy recorders, telemeters, current and potential transformers and associated equipment required for billing metering and system control at the several points of interconnection as listed in Exhibit A.

Metering to be furnished shall be the type currently acceptable as prescribed by the regulatory authorities having jurisdiction and in keeping with sound technology in practice at the time. Such metering shall be of mutual acceptance to both Parties.

Section 2. Metering equipment shall be tested by the owner annually and its accuracy of registration maintained in accordance with good practice. On request of either Party, a special test may be made at the expense of the Party requesting such special test. Representatives of both Parties shall be afforded opportunity to be present at all routine or special tests.

If, as a result of any test, any meter shall be found to be registering more than two percent above or below 100% of accuracy, the registration of such meter shall be corrected for a period equal to one-half of the elapsed time since the last prior test, according to the percentage of inaccuracy so found, except that if the meter shall have become defective or inaccurate at a reasonably ascertainable time

since the last prior test and adjustment of such meter, the correction shall extend back to such time. Should metering equipment at any time fail to register, the electricity delivered shall be determined from check meters, if installed, or otherwise shall be determined from the best available data.

Section 3. Each Party shall read the meters it owns and are installed on its property and furnish such readings to the other Party as required for operations, billing and records as agreed to by the Coordinating Committee.

ARTICLE VI - PLANNING

Section 1. A major area of potential savings in joint system operations is through coordinated planning. This planning not only involves coordination between the Parties to this Agreement but consideration of the joint system with plans of others in the area. However, in no event shall any provision of this Agreement be interpreted as imposing an obligation on either Party to build additional transmission facilities.

Section 2. The Parties shall give consideration to system reliability, system economy, the size and anticipated rate of growth of each Party's load, and requirements on a joint system basis for serving their respective loads.

Section 3. The Parties shall coordinate their plans for serving their respective loads.

Section 4. The Parties shall annually update their plans to serve their respective loads within the Parties' interconnected region.

ARTICLE VII - CHARGES AND ACCOUNTING

Section 1. The various specific services to be rendered in furtherance of the purposes of this Agreement will vary during the term thereof, and the provisions, arrangements, and charges applicable to such facilities must necessarily depend upon the conditions from time to time existing.

Section 2. Interconnection kilowatt hour accounting shall be determined for each hour on a calendar month basis. Meters shall be read on, or reasonably close to, the last day of each month and then adjusted as necessary to calculate a reading at the end of the calendar month, which will cover the period from the last day of the preceding month. The Parties shall determine the amounts of power and energy delivered by each Party to the other according to meter readings, dispatching records and other available data.

ARTICLE VIII - ELECTRICAL SYSTEM AGREEMENTS

Section 1. Each Party will maintain interconnection agreements to cover its interconnections with other electrical systems. The planning and operation of these interconnections will be coordinated on a joint system basis to the degree that both systems may be impacted.

ARTICLE IX - TERM OF AGREEMENT

Section 1. This Agreement can be cancelled by either Party, on any anniversary date commencing with October 31, 2000, giving not less than four (4) years written notice of such cancellation prior to the effective date of termination.

ARTICLE X — INDEMNIFICATION

Section 1. The Cooperative shall indemnify the Company against any and all direct damages resulting from the Cooperative's equipment or the energy on the Cooperative's side of the interconnections. The Company shall indemnify the Cooperative against any and all direct damages resulting from the Company's equipment or the energy on the Company's side of the interconnections. In no event shall either the Cooperative or the Company be liable to the other Party for any indirect, consequential, punitive, or similar damages arising from or in any way connected with this Agreement. These indemnifications exclude any indirect, consequential, punitive, or similar damages.

ARTICLE XI - UNCONTROLLABLE FORCES

Section 1. Neither Party shall be considered to be in default in respect of any obligation hereunder if prevented in whole or in part, from fulfilling such obligation by reason of uncontrollable forces, which shall include storm, flood, lightning, earthquake, fire, explosion, failure of facilities or components thereof, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, regulatory decisions, or other causes beyond the usual control of the Party affected. Either Party

unable to fulfill any obligation by reason of uncontrollable forces will exercise due diligence to remove such disability with reasonable dispatch, except that any labor disturbance may be settled at the discretion of the Party directly affected thereby.

ARTICLE XII - MISCELLANEOUS

Section 1. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 2. The Company and the Cooperative recognize that future circumstances may differ from present or presently contemplated circumstances. It is the intention of both Parties and this contract that any such future circumstances shall be resolved on the basis of the good faith intent of the Parties to work together.

Section 3. This Agreement shall be subject to approval by (a) regulatory authorities having jurisdiction and (b) the Administrator of the Rural Utilities Service.

Section 4. With respect to the subject matter herein, this Agreement supersedes any and all proposals and/or understandings, oral and in writing, between the Parties hereto and constitutes their sole and only agreement.

Section 5. Effect of MISO Signature. The Parties acknowledge and understand that the signature of the authorized officer of MISO on this Agreement is for the limited purpose of acknowledging that the representative of MISO has read the terms of this Agreement. The Parties and MISO further state that they understand that FERC desires that the Parties keep MISO fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise

under this Agreement, and that the signature of the officer of MISO shall not in any way be deemed to imply that MISO is taking responsibility for the actions of either Party, that MISO has any affirmative duties under this Agreement or that MISO is liable in any way under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Interconnection and Operating Agreement on this day and year first written above.

CORN BELT POWER COOPERATIVE

By: */s/ Kenneth H. Kuyper*

~~By:~~

Name: Kenneth H. Kuyper

Title: Kenneth H. Kuyper

Date: 6/19/2013

~~Title: Executive Vice President & General Manager~~

~~Date:~~

MIDAMERICAN ENERGY COMPANY

By: */s/*~~:~~

~~Name:~~ *Jeffery J. Gust*

Name: Jeffery J. Gust

Title: Vice President, Compliance and Standards

Date: 6/12/2013

The signature below of the authorized officer of MISO is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

MIDCONTINENT ~~Date:~~ _____

~~MIDWEST~~ INDEPENDENT ~~TRANSMISSION~~ SYSTEM OPERATOR, INC.

By: */s/ William C. Philips*

~~By:~~ _____

Name: William C. Philips

Title: Vice President, Reliability & Security Relations ~~Standards, Compliance and Strategy~~

Date: 6/21/2013

TENTH~~Date:~~

~~NINTH~~ REVISED EXHIBIT A

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

MidAmerican Energy Company (MEC)
and
Corn Belt Power Cooperative (CBPC)

POINTS OF INTERCONNECTION

This Ninth Revised Exhibit A replaces and supersedes Eighth Revised Exhibit A.

Location		Point of Interconnection
1.	Plainfield	69 kV line of MEC to 69 kV bus of CBPC Plainfield Substation
2.	Emmetsburg South~~ 1~~	69 kV line of CBPC to 69 kV line of MEC. Located in east half of Section 14, T96N, R33W, Palo Alta County, Iowa
3.	Freedom~~Emmetsburg South 2 1.85~~	69 kV line of CBPC to 69 kV line of MEC near center of Section 6, T95N, R32W, Palo Alto County, Iowa ~~miles south of MEC Emmetsburg South Substation~~
4.	Emmetsburg East	69 kV line of CBPC to 69 kV line of MEC in the N.E. corner~~2.04 miles south~~ of Section 4, T95N, R32W, Palo Alto County, Iowa~~MEC Emmetsburg East Substation~~
5.	Hampton	69 kV line of MEC to 69 kV bus of CBPC Hampton Substation

6. Spencer 1 Wisdom	69 kV line of MEC to 69 kV bus of CBPC Substation
7. Spencer 2 CBPC	161 kV line of MEC to 161 kV bus of Wisdom Substation
8. Sac County 1 MEC Sac	161 kV line of CBPC to 161 kV bus of County Substation
9. Charles City 1 Floyd	69 kV line of CBPC to 69 kV bus of MEC Substation
10. Charles City 2 Floyd	69 kV line of CBPC to 69 kV bus of MEC Substation
11. Charles City 3	161 kV line of CBPC to 161 kV bus of MEC Floyd Substation
12. Waterloo	161 kV line of CBPC line to 161 kV bus of MEC Black Hawk Substation
13. Washburn MEC	161 kV line of CBPC to 161 kV bus of Washburn Substation
14. Wright County	69 kV line of CBPC to 69 kV bus of MEC Wright Substation
15. Humboldt Hope	69kV line of MEC to 69 kV bus of CBPC Substation
16. Sheffield in Cerro	69 kV line of MEC to 69 kV line of CBPC S.E. quarter of Section 36, T94N, R21W, Gordo County, Iowa
17. LuVerne 1 MEC	CBPC 69 kV line to MIEC 69 kV line from Substation in N.W. quarter of Section 15, R28W, T93N, Humboldt County, Iowa

18.	Sac City 1	69 kV line of MIEC to 69 kV line of CBPC near the CBPC Sac City Substation
19.	Sac City2	69 kV line of MEC to 69 kV line of CBPC in the vicinity of Section 10, R36W, T87N, Sac County, Iowa
20.	Sherwood 1	69 kV Pomeroy line of MEC to 69 kV bus of CBPC Sherwood Substation
21.	Sherwood 2	69 kV Carroll line of MEC to 69 kV bus of CBPC Sherwood Substation
22.	Sac County 2	69 kV Buena Vista line of CBPC to 69 kV bus of MEC Sac County Substation
23.	Sac County 3	69 kV Sherwood line of CBPC to 69 kV bus of MEC Sac County Substation

24. Odebolt Substation	MEC 69 kV line from MEC Odebolt
Sac	to N.E. Corner of Section 33, T87N, R37W,
CBPC to	County; CBPC 69 kV line from same to
	Lake View Substation
25. Ackley	CBPC 69 kV line to MEC 69 kV Ackley
line at	and near the west right-of-way of the
Chicago	N.W. Railroad Company
26. Rockford	CBPC Tap North of Rockford Substation to
Rockford	MEC 69 kV line from the town of
27. Bode 69kV Substation	MEC 69 kV line from CBPC Bode
28. Ruthven Osgood/Dickens line	MEC Ruthven line to CBPC
T96N	near the west side of Section 17, R34W,
29. Gilmore City 1 kV	12.47 kV line of Iowa Lakes REC to 12.47
	line of MEC located approximately one mile northwest of the MEC Gilmore City
Substation	along the northern side of the northwest
quarter	of Section 26, T92N, R31W, Pocahontas
County,	Iowa.
30. Gilmore City 2	Manual, 2 way 69 kV disconnect switch by
and CBPC	CBPC at the crossover point of MEC
	lines near Gilmore City
31. LuVerne2 S.W.	69 kV line CBPC to 69 kV of MEC near the
Humboldt	corner of Section 7, T93N, R27W of
	County

32. Miles Nelsen kV Substation	69 kV Storm Lake line by MEC to CBPC 69 line from CBPC Miles Nelsen
33. Lake Cornelia Cornelia Clarion.	69 kV line by CBPC from CBPC Lake Substation to MEC 69 kV line near
34. Charles City 12.47	7200 volt line of Butler County REC to a kV line of MEC near the center of Section 2, T95N, R16W, Floyd County
35. Aplington line and Iowa	12.47 kV line of Butler REC to a 12.47 kV of MEC at the southeast corner of Parrott 11^{th} Street in the City of Aplington,

36.	Kesley near R17W in	12.47 kV line of CBPC to 12.47 kV of MEC the S.W. Corner of Section 5, T9ON, Butler County
37.	Lake City the Calhoun	69 kV line of MEC to 69 kV of CBPC near center of Section 14, T86N, R34W in County
38.	Franklin MEC	161 kV line of CBPC to 161 kV bus of Franklin Substation
39.	Lake View near T87N, Sac	69 kV line of MEC to 69 kV line of CBPC the N.W. corner of Section 10, R36W, County
40.	Dumont N.W. Butler	69 kV line of MEC to 69 kV of CBPC at the corner of Section 22, T91N, R18W, in County
41.	Buena Vista l	CBPC 161 kV line from MEC Buena Vista Substation to CBPC Wisdom Substation
42.	Buena Vista 2	CBPC 161 kV from MEC Buena Vista Substation to MEC Sac County Substation
43.	Buena Vista 3 Substation	CBPC 69 kV from MEC Buena Vista to CBPC Storm Lake Substation
44.	Buena Vista 4 Substation	CBPC 69 kV from MEC Buena Vista to MEC Sac County Substation
45.	Drager 1 Substation	MEC 161 kV line from CBPC Drager to MEC Carroll County Substation

46.	Drager 2 Substation	MEC 161 kV line from CBPC Drager to Alliant West Grand Jct. Substation
47.	Toyne 1 Substation	MEC 69 kV line from CBPC Toyne to MEC Carroll South Substation
48.	Toyne 2 Substation	MEC 69 kV line from CBPC Toyne to MEC Audubon North Substation
49.	Wall Lake 1	CBPC 69 kV line from CBPC Blairsburg Substation to MEC Wall Lake Substation
50.	Wall Lake 2	CBPC 69 kV line from CBPC Willemssen Substation to MEC Wall Lake Substation
51.	Schroeder	CBPC 69 kV line from CBPC Schroeder Substation to MEC 69 kV line tap for Wall Lake Substation near N.E. Corner of Section 12, T86N, R37W in Sac County.
52.	Robert Weaklend	CBPC 69 kV line from CBPC Robert Weaklend Substation to MEC 69 kV line tap for Westside Substation near N.W. Corner of Section 23, T84N, R35W in Carroll County
53.	Alta Municipal	CBPC 69 kV line from Alta Municipal Substation to MEC 69 kV line near the N.E. Corner of the S.W. ¼ of Section 23, T91N, R38W in Buena Vista County.

TENTH~~NINTH~~ REVISED EXHIBIT B

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

MidAmerican Energy Company (MEC)
and
Corn Belt Power Cooperative (CBPC)

PRINCIPAL FACILITIES AND APPLICABLE FACILITY CHARGES

This Ninth Revised Exhibit B replaces and supersedes Eighth Revised Exhibit B.

1. PLAINFIELD

CBPC

In Plainfield Substation:
Tap,

R14W,
1. 69 kV OCB

in the
2. Disconnect switches
R14W, T92N,

3. Protective relays

4. Metering equipment

5. Telemetry equipment

6. Communication channel for telemetry

MEC

1. 69 kV line from the MEC Plainfield

located in the center of Section 1,

T92N, Bremer County, Iowa, to the CBPC Plainfield Substation located

northeast quarter of Section 5,

Bremer County, Iowa

2. EMMETSBURG SOUTH ~~1~~

CBPC	MEC
1. 69 kV line from Osgood Substation to ~~Substation and~~ point of interconnection at Emmetsburg South Substation to point of interconnection	1. 69 kV line ~~to Emmetsburg~~ from In Emmetsburg South Substation: 1. Disconnect switches 2. 69 kV circuit breaker 3. Protective relays 4. Metering equipment ~~(1) (2)~~ 5. Telemetry equipment ~~(1)~~ 6. Communication channel for telemetry ~~(1)~~

~~(2)~~

~~(1) These items are shared with Emmetsburg South 2 interconnection~~
~~(2) These items are shared with Emmetsburg South 2 and Emmetsburg East interconnections.~~

3. FREEDOM ~~EMMETSBURG SOUTH 2~~

CBPC	MEC
1. 69 kV line from Ayrshire Substation to point of interconnection	1. 69 kV line from Freedom Substation to point of interconnection
2. Two 69 kV air break ~~3 motorized~~ switches at interconnection ~~interconnect 1. 69 kV line~~	2. One 69 kV air break switch (SW 7683)
3. Lattice tower at point of interconnection	In Freedom ~~Emmetsburg South~~ Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment~~-(1) (2)~~
5. Telemetry equipment~~-(1) (2)~~
6. Communications channel for telemetry~~Telemetry -(1)~~

~~7. One 69 kV air break switch (SW 7683) (3)~~

~~(1) These items are shared with Emmetsburg South 1 interconnection~~
~~(2) These items are shared with Emmetsburg South 1 and Emmetsburg East interconnections.~~
~~(3) This item is shared with Emmetsburg East interconnection.~~

4. EMMETSBURG EAST

CBPC

1. 69 kV line from Whittemore Junction to point Switching Station to point of interconnection
2. 2 manual switches at point of interconnection

MEC

1. 69 kV line from Emmetsburg East of interconnection
2. Steel structure at point of interconnect ~~1. 69 kV line~~ In Emmetsburg East Substation:
1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment~~-(1)~~
5. Telemetry equipment~~-(1)~~
6. Fiber Optic Cable for relaying and telemetry

~~7. One 69 kV air break switch (SW 7683) (2)~~

~~(1) These items are shared with Emmetsburg South 1 and Emmetsburg South 2 interconnections.~~

~~(2) This item is shared with Emmetsburg South 2 interconnection.~~

5. HAMPTON

CBPC	MEC
In Hampton Substation (Reeve):	1. 69 kV line
1. Disconnect switches	
2. 69 kV line OCB	
3. Protective relays	
4. Metering equipment	
5. Telemetry equipment	
6. Communication channel for telemetry	

6. SPENCER 1

CBPC	MEC
In Wisdom Substation:	1. 69 kV line
1. Disconnect switches	
2. 69kV OCB	
3. Protective relays	
4. Metering equipment	
5. Telemetry equipment	
6. Communication channel for telemetry	

7. SPENCER 2

Wisdom - Triboji 161 kV line
(Lakefield)

CBPC	MEC
1. Insulators and 200’ span into the down Wisdom Substation North	1. 3-pole wood dead end structure, guys and Insulators and line to the

8. SAC COUNTY 1

CBPC	MEC
1. 161 kV line telemetry	In Sac County Substation: 1. Disconnect switches 2. 161 kV OCB 3. Protective relays 4. Metering equipment with Mag Tape 5. Telemetry equipment* 6. Communication channel for

*These items are shared with Sac County 2 and Sac County 3 interconnections.

9. CHARLES CITY 1

CBPC	MEC
1. 69 kV line to Parkersburg 2. Communication channel for telemetry*	In Floyd Substation: 1. Disconnect switches 2. 69 kV circuit breaker 3. Protective relays 4. Metering equipment* 5. Telemetry equipment*

*These items are shared with Charles City 2 interconnection

10. CHARLES CITY 2

CBPC

1. 69 kV line to Plainfield
2. Communication channel for telemetry*

MEC

In Floyd Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment*
5. Telemetry equipment*

*These items are shared with Charles City 1 interconnection

11. CHARLES CITY 3

CBPC

1. 161 kV line

MEC

In Floyd Substation:

1. Disconnect switches
2. 161 kV circuit breaker
3. Protective relays

12. WATERLOO

CBPC

1. 161 kV line

MEC

In Black Hawk Substation:

1. Disconnect switches
2. 161 kV circuit breaker
3. Protective relays

13. WASHBURN

CBPC	MEC
1. 161 kV line	In Washburn Substation: 1. Disconnect switches 2. 161 kV circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment

Note: IES Utilities, Inc. pays MEC carrying charges for the substation equipment and furnishes the communications channel for the telemetry.

14. WRIGHT COUNTY

CBPC	MEC
1. 69 kV line (constructed and owned by Webster City) ~~Webster City)~~ 2. ~~—~~ telemetry	In Wright Substation: 1. Disconnect switches ~~1. Disconnect switches~~ Communication channel for 2. 69 kV circuit breaker. 3. Protective relays 4. Metering equipment ~~—~~5. Telemetry equipment

15. HUMBOLDT

CBPC	MEC
In Hope Substation: 1. Disconnect switches 2. 69 kV circuit breaker 3. Protective relays	1. 69 kV line

4. Metering equipment
5. Telemetry equipment
6. Communication channel for telemetry

16. SHEFFIELD

CBPC	MEC
1. 69 kV line	1. 3 air break switches in 69 kV line 2. Metering equipment 3. Telemetry equipment 4. Communication channel for telemetry

17. LU VERNE 1

CBPC	MEC
1. 3 radio controlled switches at the Lu Verne Tap	1. 69 kV line to (2.) 2. New Substation

Note: CBPC reimbursed by MEC for the cost of the air break switches and their installation. CBPC reimbursed for one-third of the cost of radio-controlled operators by MEC.

18. SAC CITY 1

CBPC	MEC
1. 69 kV line to CBPC Sherwood	1. 69 kV line
2. One 69 kV air breaker switch*	2. 69 kV circuit breaker
3. Communication channel for telemetry*	3. Disconnect switches
with mag tape*	4. Protective relays 5. Metering equipment,

___ 6. Telemetry equipment*

*These items are shared with Sac City 2 interconnection

19. SAC CITY 2

CBPC	MEC
1. 69 kV line to CBPC Odebolt	1. 69 kV line
2. Three motorized 69 kV air break switches* and pole	2. 69 kV circuit breaker
3. Communication channel for telemetry*	3. Disconnect switches
	4. Protective relays
	5. Metering equipment with mag tape*
	6. Telemetry equipment

*These items are shared with Sac City 1 interconnection

20. SHERWOOD 1

CBPC	MEC
1. 69 kV circuit breaker	1. 69 kV line to Pomeroy
2. Disconnect switches	
3. Protective relays	
4. Metering Equipment*	

*Item shared with Sherwood 2 interconnection

Note: Metering is not telemetered to MEC. CBPC includes the metering into the CBPC-MEC net values, which are sent to MEC from the CBPC control center.

21. SHERWOOD 2

CBPC	MEC
1. 69 kV circuit breaker	1. 69 kV line to Carroll
2. Disconnect switches	
3. Protective relays	
4. Metering equipment*	

*Item is shared with Sherwood 1 interconnection

Note: Metering is not telemetered to MEC. CBPC includes the metering into the CBPC-MEC net values, which are sent to MEC from the CBPC control center.

22. SAC COUNTY 2

CBPC	MEC
1. 69 kV line	1. 69 kV circuit breaker
	2. Disconnect switches
	3. Protective relays
	4. Metering equipment with mag tape
	5. Telemetry equipment*
	6. Telemetry communication channel*

*These items are shared with Sac County 1 & 3 interconnections

23. SAC COUNTY 3

CBPC	MEC
1. 69 kV line	1. 69 kV circuit breaker
	2. Disconnect switches
	3. Protective relays
	4. Metering equipment, with mag tape
	5. Telemetry equipment*
	6. Telemetry communications channel*

*These items are shared with Sac County 1 & 2 interconnections

24. ODEBOLT

CBPC	MEC
1. 69 kV line to new Lake View Substation Substation	1. 69 kV line from Odebolt
2. Metering equipment	

Note: Carrying charges on the facilities are presently offset against the charges on the CBPC Ruthven facilities.

25. ACKLEY

CBPC	MEC

1. 2 radio controlled switches and one 10 MVA 69 kV to 34.5 transformer manual switch at Ackley 69 kV tap
    1. 69 kV line
    2. 2.4 kV metering point line at Ackley

Note: CBPC reimbursed by MEC for the purchase and installation of the 2 radio-controlled switches.

26. ROCKFORD

CBPC	MEC
1. 2 radio controlled switches Rockford	1. 69 kV line from tap into
2. 69 kV air break switch	2. 1 air break switch
Rockford	3. 2.4 kV metering point in

Note: CBPC reimbursed by MEC for the purchase and installation costs of the two radio controlled switches.

27. BODE

CBPC	MEC
1. 12.5 kV, 2500 kVA Substation	1. 69 kV transmission line, along in the north line of Section
29, T93N,	R29W of Humboldt County
2. Pole for 69 kV disconnect switch	2. 2-way 69 kV disconnect switch
3. 12.5 kV metering point at (1.)	

28. RUTHVEN

CBPC	MEC
1. 69 kV line Osgood-Dickens (2.)	1. 69 kV line from Ruthven Tap to
Substation	2. New Ruthven 69/12.5 kV

3. 69 kV air break switch at (2.)
4. 1.5 kV metering point at (2.)

Carrying charges on CBPC facilities are presently offset against MEC Odebolt facilities. CBPC reimbursed by MEC for the purchase and installation costs of the air-break switches.

29. GILMORE CITY 1

CBPC	MEC
1. 12.47 kV line from Iowa Lakes REC Gilmore	1. 12.47 kV line from MEC City Substation
2. 12.47 kV sectionalizing switch on Iowa Lakes REC structure	2. 12.47 kV sectionalizing switch on MEC structure
	3. 12.47 kV three-phase bidirectional metering

Notes: 1) This interconnection is operated normally open. The Iowa Lakes REC sectionalizing switch shall be operated normally closed. The MEC sectionalizing switch shall be operated normally open.

2) Communication will be made between MEC, CBPC and Iowa Lakes REC before the emergency tie is operated.

3) This interconnection shall be limited to 1000 kW unless authorization to exceed that limit is granted by MEC, CBPC, and Iowa lakes REC.

4) Meter readings shall be taken before and after use of the emergency tie.

30. GILMORE CITY 2

CBPC	MEC
1. 2-way 69 kV disconnect switch, one in the CBPC line to the south and one in the MEC line to the east	1. 69 kV metering installation in the the MEC east line

31. LUVERNE 2

CBPC	MEC
1. 69 kV line from the MEC LuVerne Substation to the Goldfield Substation existing substations	1. 12.47 kV metering and 2.4 kV metering in CBPC
2. Substation 1)	Radio controlled operators for MEC 2. 2-way switch at LuVerne owned switches in item 2. (Note (Note 3)
3. 69 kV line from Goldfield Substation to the CBPC Boone Valley Tap	
4. 2-way radio controlled switches at the CBPC Boone Valley Tap (Note 2)	

Notes: 1) MEC paid CBPC for the full cost of this installation including future maintenance.

2) CBPC reimbursed by MEC for one-third of the cost of this installation.

3) Switch installed by MEC. CBPC reimbursed MEC for installation and materials less the cost of the motor operators.

32. MILES NELSEN

CBPC	MEC
1. 69 kV line from CBPC's Miles North to Nelsen Tap to CBPC's Storm Lake Switching Station	1. 69 kV line from Storm Lake to the CBPC Miles Nelsen Substation
	2. Storm Lake East Substation
Storm Lake East	3. 69 kV metering at Substation

33. LAKE CORNELIA

CBPC	MEC
1. 69 kV line from CBPC's Lake Cornelia Substation to the MEC line at Section 32, T92N, R24 of Wright County	1. 3 line sectionalizing switches
2. 69-12.5 kV Substation	
3. 12.47 kV metering at Cornelia Substation	

Note: CBPC reimbursed MEC for all costs required for changes because of the interconnection

34. CHARLES CITY

CBPC	MEC
1. Underground circuit	1. Disconnect switches
2. Fusing	
3. Metering	

Note: MEC reimbursed by CBPC for the purchase and installation costs of disconnect switch.

35. APPLINGTON

CBPC	MEC
1. 12.47 kV line from Butler REC Butler bidirectional	1. 12.47 kV line from MEC's Substation 2. Sectionalizing Switch 3. 12.47 kV three-phase, metering

Note: 1. Communication will be made between MEC, CBPC and Butler REC before the emergency tie is operated.

2. Meter readings will be taken before and after use of the emergency tie. The energy used will be adjusted by CBPC and MEC at the end of the month on an energy exchange basis.

36. KESLEY

CBPC/Butler REC	MEC
1. 12.47 kV line from Kesley Substation to tap 2. 12.47 kV metering point in Kesley Substation	1. 1 airbreak switch

Note: MEC reimbursed by CBPC for the purchase and installation costs of the air break switch.

37. LAKE CITY

CBPC	MEC
1. 3 air break switches (1 manual operation, in 2-motor operated and radio-controlled) Lake City	1. 69 kV line from tap to substation Lake City 2. 69-12.5 kV Substation 3. 12.5 kV metering point in

Note: CBPC reimbursed by MEC for the purchase and installation costs of the three air break switches and controls.

38. FRANKLIN SUBSTATION

CBPC	MEC
1. l6l kV line	In Franklin Substation: 1. Disconnect switches 2. 161 kV OCB 3. Protective relays 4. Metering equipment

39. LAKE VIEW

CBPC	MEC
1. 3 air break switches (1 manual operation, 2 motor-operated and radio-controlled)	1. 69 kV line to the MEC lake View Substation 2. 69-12.5 kV Substation 3. 12.5 kV metering point in Lake View

Note: CBPC reimbursed by MEC for the purchase and installation costs of the three air break switches and controls.

40. DUMONT

CBPC	MEC
1. 3 air break switches (motor operated and radio-controlled) _____ _____ Dumont	1. 69 kV line from tap to Dumont Substation 2. 69-12.5 kV Substation 3. 12.5 kV metering point in the Substation

41. BUENA VISTA 1

CBPC	MEC
1. 161 kV line from CBPC Wisdom Substation	In Buena Vista Substation:
insulators for	1. Dead-end tower and connection of CBPC's 161 kV line ~~connection of CBPC's 161 kV line~~ from CBPC Wisdom Substation
	2. Disconnect switches
	3. 161 kV circuit breaker
	4. Protective relays
	5. Metering equipment
	6. Communications channel for telemetry*

*These items shared with Buena Vista 2, Buena Vista 3, and Buena Vista 4 interconnections

42. BUENA VISTA 2

CBPC	MEC
1. 161 kV line from MEC Sac County Substation	In Buena Vista Substation:
insulators for ~~line~~	1. Dead-end tower and ~~connection of CBPC's 161 kV~~ connection of CBPC's 161 kV line from MEC Sac County Substation
	2. Disconnect switches
	3. 161 kV circuit breaker
	4. Protective relays
	5. Communications channel for telemetry*

*These items shared with Buena Vista 1, Buena Vista 3, and Buena Vista 4 interconnections.

Note: The CBPC line segment from MEC Sac County Substation to MEC Buena Vista Substation does not have revenue metering

43. BUENA VISTA 3

CBPC	MEC
1. 69 kV line from CBPC Storm Lake Substation	In Buena Vista Substation:
insulators for 69 kV line from	1. Dead-end tower and connection of CBPC CBPC Storm Lake Substation
	2 Disconnect switches
	3. 69 kV circuit breaker
	4. Protective relays
	5. Metering equipment
telemetry*	6. Communications channel for

*These items shared with Buena Vista 1, Buena Vista 2, and Buena Vista 4 interconnections.

44. BUENA VISTA 4

~~44. BUENA VISTA 4~~

CBPC	MEC
1. CBPC 69 kV line from MEC Sac County Substation	In Buena Vista Substation:
	1. Dead-end tower and insulators for connection of CBPC 69 kV line from MEC Sac County Substation
	2. Disconnect switches
	3. 69 kV circuit breaker
	4. Protective relays
	5. Metering equipment
	6. Communications channel for telemetry*

*These items shared with Buena Vista 1, Buena Vista 2, and Buena Vista 3 interconnections

45. DRAGER 1

CBPC	MEC
In the Drager Substation: County 1. Dead-end tower and insulators for connection of MEC's 161 kV line from MEC Carroll County Substation 2. Disconnect switches 3. 161 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for telemetry	1. 161 kV line from MEC Carroll Substation (Note 1)

Note 1: MidAmerican shall continue to have the right to utilize the 161 kV line from Carroll County to Alliant West Grand Jct. for the interchange of power and energy without charge.

46. DRAGER 2

CBPC	MEC
In the Drager Substation: 1. Dead-end tower and insulators for connection of MEC's 161 kV line from MEC Carroll Substation 2. Disconnect switches 3. 161 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for telemetry	1. 161 kV line from Alliant West Grand Jct. Substation (Note 1)

Note 1: MidAmerican shall continue to have the right to utilize the 161 kV line from Carroll County to Alliant West Grand Jct. for the interchange of power and energy without charge.

47. TOYNE 1

CBPC	MEC
In Toyne Switching Station: 1. Disconnect switches 2. 69 kV line circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment 6. Communication channel for telemetry	1. 69 kV line from MEC Carroll South Substation (Note 1)

Note 1: MidAmerican to have primary control of the breaker serving the line terminal to the Carroll South Substation.

48. TOYNE 2

CBPC	MEC
In Toyne Switching Station: Audubon 1. Disconnect switches 2. 69 kV line circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment 6. Communication channel for telemetry	1. 69 kV line from MEC North Substation (Note 1).

Note 1: MidAmerican to have primary control of the breaker serving the line terminal to the
Audubon Substation.

49. WALL LAKE 1

CBPC		MEC
1. CBPC 69 kV line from CBPC Blairsburg Substation	for	In Wall Lake Substation: 1. Dead-end tower and insulators connection of CBPC 69 kV line from CBPC Blairsburg~~Blairsberg~~ Substation 2. Disconnect switches 3. 69 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communication channel for telemetry*

*These items shared with Wall Lake 2 interconnection.

Note 1: Supervisory control of the breaker for the 69 kV line connecting Wall Lake to Blairsburg shall be setup in a manner similar to the supervisory control scheme implemented for the 69 kV breakers at Buena Vista, which connect Corn Belt's 69 kV lines to the MidAmerican Buena Vista Substation. Reference Article II, Section 2.7 of Exhibit D.

50. WALL LAKE 2

CBPC		MEC
1. CBPC 69 kV line from CBPC Willemssen Substation	for	In Wall Lake Substation: 1. Dead-end tower and insulators connection of CBPC 69 kV line from CBPC Willemssen Substation 2. Disconnect switches 3. 69 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communication channel for telemetry*

*These items shared with Wall Lake 1 interconnection.

Note 1: Supervisory control of the breaker for the 69 kV line connecting Wall Lake to Willemssen shall be setup in a manner similar to the supervisory control scheme implemented for the 69 kV breakers at Buena Vista, which connect Corn Belt's 69 kV lines to the MidAmerican Buena Vista Substation. Reference Article II, Section 2.7 of Exhibit D.

51. SCHROEDER

CBPC	MEC
1. 69 kV line from tap to the Schroeder Substation south of Wall Lake. 2. 1 Air break manually operated switch.	1. One 3-way dead end structure.

3. 69-12.5 kV substation.

4. 12.5 kV metering point at Schroeder Substation.

Note: CBPC will reimburse MEC for installation of the 3-way dead end structure. The estimated cost, calculated on a time and materials basis, to install the 3-way dead end structure is $37,200.

52. ROBERT WEAKLEND

CBPC	MEC
1. 69 kV line from tap to the Robert Weaklend Substation West of Carroll.	1. 1 3-way dead end structure.
2. 1 Air break manually operated switch.	2. 1 Air break manually operated switch.
3. 69-12.5 kV substation.	
4. 12.5 kV metering point at Robert Weaklend Substation.	

*Note: CBPC will reimburse MEC for installation of the 3-way dead end structure and one air break manually operated switch.

53. ALTA MUNICIPAL

CBPC	MEC
1. 69 kV line from Alta Municipal Substation Substation the MEC 69 kV line North of Alta.	1. 69 kV line from Buena Vista
2. 1 Air break manually operated switch.	
3. Metering equipment	
4. Telemetry equipment	
5. Communication channel for telemetry	

*Note: This interconnect will be a normally open tie used only during emergency outages or maintenance of Alta's tie with CBPC.

FIRST REVISED EXHIBIT C

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

Iowa Public Service Company (IPS) predecessor by merger to MidAmerican Energy Company
(MidAmerican)

and

~~And~~
Corn Belt Power Cooperative (Corn Belt)

This First Revised Exhibit C replaces and supersedes original Exhibit C.

ARTICLE I

Reserved for Future Use

ARTICLE II – Maintenance of 69 kV Double Circuits Extending from Buena Vista Substation

2.1 When used in this Exhibit C, the following words and terms shall have the meanings indicated unless clearly stated otherwise:

a. "Line Segment A-B" shall mean the 69 kV line facilities extending from the Buena Vista Substation westerly approximately 0.5 miles and southerly approximately 0.25 miles to a point in the vicinity of the eastern border of Section 24, T91N, R38W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.1, attached hereto and by this reference made a part hereof. Line Segment A-B shall include the structures upon which the line segment is constructed and the necessary rights-of-way and easements. Line Segment A-B is one segment of a MidAmerican 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Cherokee North Substation.

b. "Line Segment C-D" shall mean the 69 kV line facilities extending from the Buena Vista Substation westerly approximately 0.5 miles and southerly approximately 0.25 miles to a point in the vicinity of the eastern border of Section 24, T91N, R38W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.1. Line Segment C-D shall not include the structures upon which the line segment is constructed and shall not include the rights-of-way and easements necessary for such structures and line segment. Line Segment C-D is one segment of a Corn Belt 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Sac County Substation.

c. "Line Segment E-F" shall mean the 69 kV line facilities extending from the Buena Vista Substation easterly approximately 0.5 miles to a point in

the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.2, attached hereto and by this reference made a part hereof. Line Segment E-F shall not include the structures upon which the line segment is constructed and shall not include the rights-of-way and easements necessary for such structures and line segment. Line Segment E-F is one segment of a Corn Belt 69 kV line extending from MidAmerican's Buena Vista Substation to Corn Belt's Storm Lake Substation.

d. "Line Segment G-H" shall mean the 69 kV line facilities extending from the Buena Vista Substation easterly approximately 0.5 miles to a point in the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.2. Line Segment G-H shall include the structures upon which the line segment is constructed and the necessary rights-of-way and easements. Line Segment G-H is one segment of a MidAmerican 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Storm Lake North Substation.

e. "Line Segment J-K" shall mean the portion of Line Segment H-I 69 kV line facilities extending from a point in the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, southerly approximately 1.25 miles to a point in the vicinity of the western edge of Section 29, T91N, R37W, Buena Vista County, Iowa as described and

schematically shown on Exhibit C.3, attached hereto and by this reference made a part hereof.

2.2 Line Segment A-B is constructed on double circuit structures with Line Segment C-D. Line Segment C-D is constructed using a minimum conductor size of 336.4 ACSR (Linnet) or equivalent and shall be capacity rated for a minimum of 74 MVA at 69 kV assuming a 100 degree Celsius maximum conductor operating temperature.

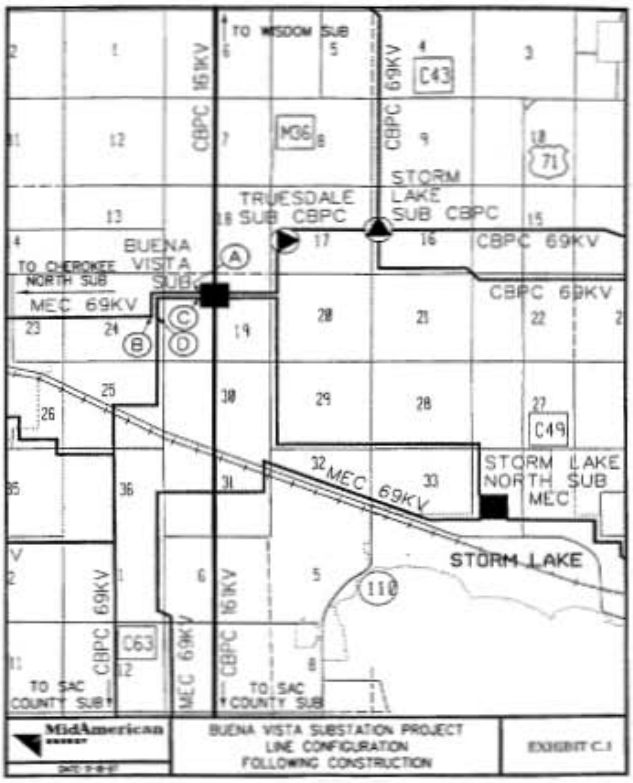
2.3 Line Segment G-H is constructed on double circuit structures with Line Segment E-F. Line Segment E-F is constructed using a minimum conductor size of 336.4 ACSR (Linnet) or equivalent and shall be capacity rated for a minimum of 74 MVA at 69 kV assuming a 100 Celsius maximum conductor operating temperature.

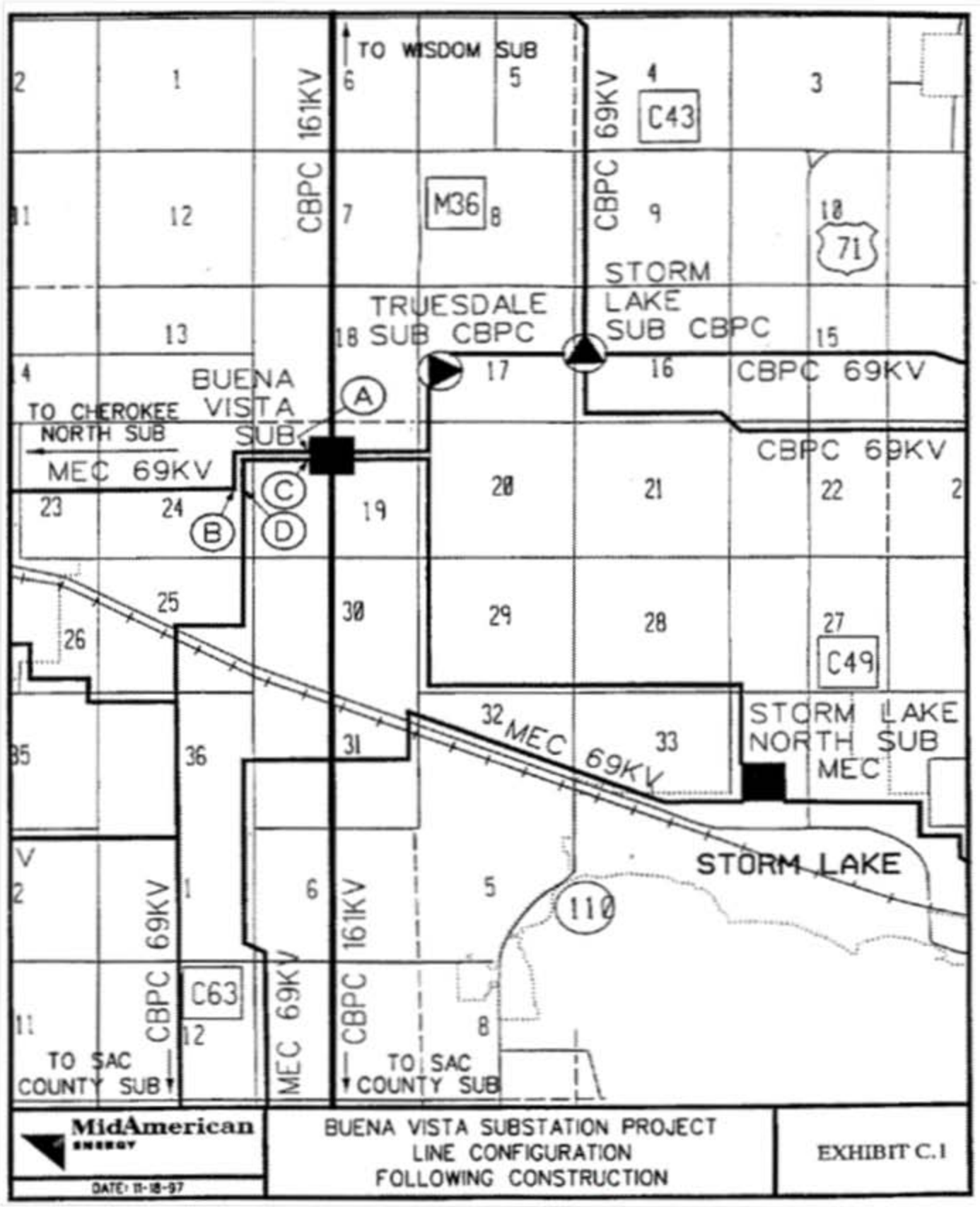
2.4 MidAmerican shall be responsible for owning, operating, and maintaining the double circuit structures for Line Segment A-B and Line Segment C-D and all costs associated therewith except as described in Section 2.5.

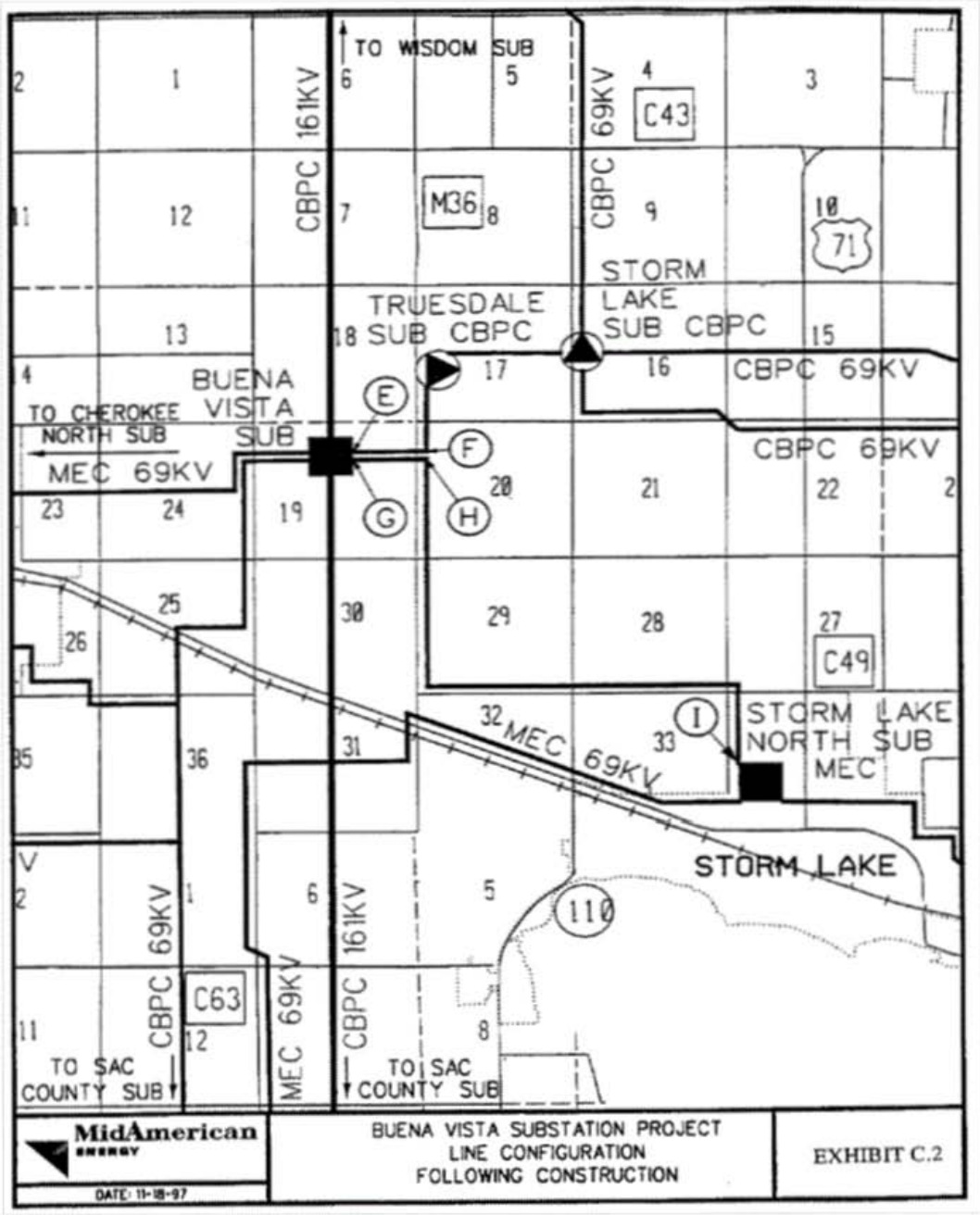
2.5 Corn Belt shall be responsible for owning, operating and maintaining the wire, insulators, and pole arms for its Line Segment C-D and all costs associated therewith.

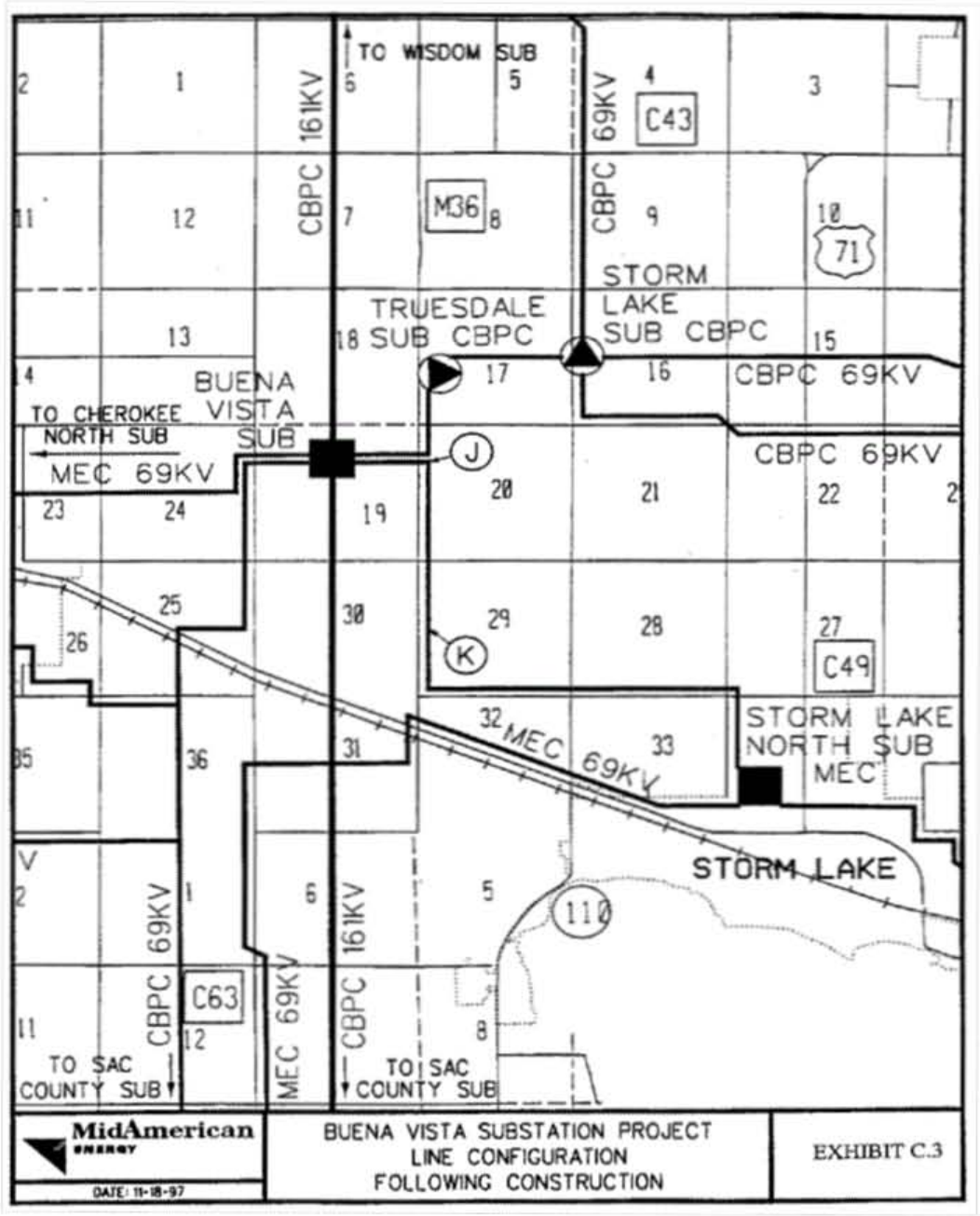
2.6 MidAmerican shall be responsible for owning, operating, and maintaining the double circuit structures for Line Segment E-F and Line Segment G-H and all costs associated therewith except as described in Section 2.7.

2.7 Corn Belt shall be responsible for owning, operating and maintaining the wire, insulators, and pole arms for its Line Segment E-F and all costs associated therewith.









FIRST REVISED EXHIBIT D

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

Iowa Public Service Company (IPS) predecessor by merger to MidAmerican Energy Company (MidAmerican)

and

Corn Belt Power Cooperative (Corn Belt)

This First Revised Exhibit D replaces and supersedes original Exhibit D.

RECITALS

1. To permit flow of electric energy from the Storm Lake Power Partners II wind generating facility connected at the MidAmerican Buena Vista Substation, certain facilities were constructed, including a new substation and related connecting facilities.

2. The construction of such facilities, including the new substation, resulted in new points of interconnection between MidAmerican and Corn Belt at the substation which points of interconnection are subject to the Corn Belt/MidAmerican Interconnection Agreement.

ARTICLE I – Definitions

1.1 When used in this Exhibit D, the following words and terms shall have the meanings indicated unless clearly stated otherwise:

a. "Corn Belt/MidAmerican Interconnection Agreement" shall mean the Electric Transmission Interconnection Agreement dated March 1, 1991

and entered into by Corn Belt and Iowa Public Service Company, MidAmerican's predecessor by merger.

b. "Line Segment L-M" shall mean a segment of MidAmerican's existing 69 kV line from MidAmerican's Cherokee Substation to MidAmerican's Hawkeye Substation, extending from a point along the eastern border of Section 24, T91N, R38W, Buena Vista County, Iowa southward approximately 1.25 miles to a point along the eastern border of Section 25, T91N, R38W, Buena Vista County, Iowa, as described and schematically shown on Attachment B, attached hereto and by this reference made a part hereof.

c. "Line Segment N-O" shall mean a segment of Corn Belt's existing 69 kV line extending from a point on the eastern border of Section 25, T91N, R38W, Buena Vista County, Iowa east approximately one mile to a point on the western border of Section 29, T91N, R37W, Buena Vista County, Iowa, as described and schematically shown on Attachment B, attached hereto and by this reference made a part hereof.

d. "Line Segment P-Q" shall mean a segment of MidAmerican's existing 69 kV line from MidAmerican's Little Sioux Substation to MidAmerican's Hawkeye Substation, extending from a point in the northeast corner of Section 6, T9ON, R38W, Buena Vista County, Iowa eastwardly approximately 4.5 miles to a point on the northern border of Section 1, T9ON, R38W, Buena Vista County, Iowa, as described and schematically

shown on Attachment C, attached hereto and by this reference made a part hereof.

ARTICLE II – Facilities

2.1 MidAmerican caused to be designed and constructed on behalf of Corn Belt and for ownership by Corn Belt Line Segment C-D (as defined in Exhibit C), Line Segment E-F (as defined in Exhibit C) and the 161 kV connecting facilities required to connect the Buena Vista substation to the Corn Belt 161 kV system. The ownership of these facilities has been transferred to Corn Belt. All further obligations incident to ownership, including operation, maintenance, repair and replacement of such facilities, shall be performed by Corn Belt in its discretion and subject to its legal obligations, contractual and otherwise.

2.2 MidAmerican conveyed to Corn Belt all of its rights, title and interest in and to Line Segment L-M for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.3 Corn Belt conveyed to MidAmerican all of its rights, title and interest in and to Line Segment J-K for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.4 MidAmerican conveyed to Corn Belt all of its rights, title and interest in and to Line Segment P-Q for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.5 Corn Belt, at its expense, caused to be constructed such facilities as were necessary to connect Line Segment P-Q to its 69 kV line connecting the Buena Vista Substation and Sac County Substation and for any required changes to protective relaying equipment resulting from the connection. Corn Belt, at its expense, disconnected Line Segment P-Q from MidAmerican's 69 kV line connecting Line Segment P-Q to Hawkeye Substation and Little Sioux Substation.

2.6 MidAmerican shall have operational control of the MidAmerican Buena Vista Substation Facilities.

2.7 MidAmerican shall continue to provide Corn Belt supervisory control of the 69 kV breaker at Buena Vista Substation which connects Buena Vista Substation to Corn Belt's 69 kV line between Buena Vista and Sac County Substation. Supervisory control of this 69 kV breaker is normally configured such that Corn Belt has sole remote control of the breaker. MidAmerican shall continue to provide the ability for MidAmerican to alternate between Corn Belt remote control and MidAmerican remote control via one of the following options: (i) installation of a switch on a control panel in the Buena Vista Substation control building, (ii) installation of remote-controlled relay logic via local relays at Buena Vista or (iii) programming in the Buena Vista Substation remote terminal unit. The parties acknowledge that due to MidAmerican's operation and maintenance obligations at Buena Vista, MidAmerican operations personnel shall occasionally require sole remote control of the breaker. MidAmerican operations personnel

shall coordinate with Corn Belt operations personnel when MidAmerican requires sole remote control of the breaker on such occasions. Following restoration of the system by MidAmerican to normal conditions, MidAmerican shall return sole remote control of the breaker to Corn Belt. The parties acknowledge that due to Corn Belt's operation and maintenance obligations of Corn Belt's 69 kV line between Buena Vista Substation and Sac County Substation, Corn Belt operations personnel shall occasionally require clearances of the 69 kV breaker. Corn Belt operations personnel shall coordinate with MidAmerican operations personnel to request MidAmerican to perform switching at Buena Vista when Corn Belt requires a clearance of the 69 kV breaker on such occasions. MidAmerican shall continue to provide for an alarm to be sent to Corn Belt when the remote control of the 69 kV breaker is configured such that MidAmerican has sole remote control. The parties acknowledge that the operational control provisions of this section are unique to the particular circumstances and operating conditions associated with the Buena Vista Substation project and do not constitute general acceptance of these special operational control features at other MidAmerican/Corn Belt interconnections.

ARTICLE III – Obligations of the Parties

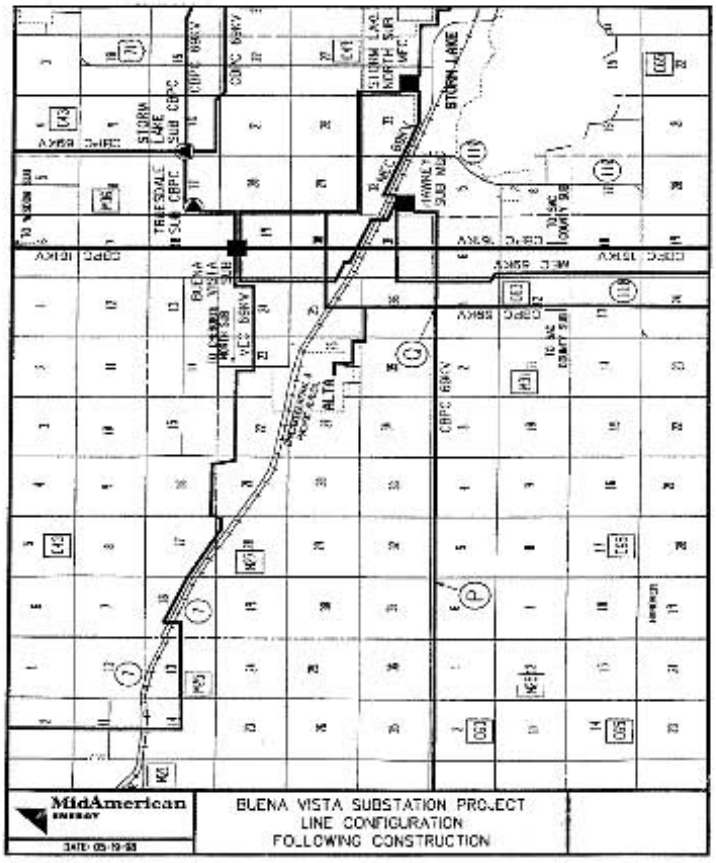
3.1 Each Party shall perform all such acts as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including, without limitation, (i) executing and delivering instruments and documents; (ii)

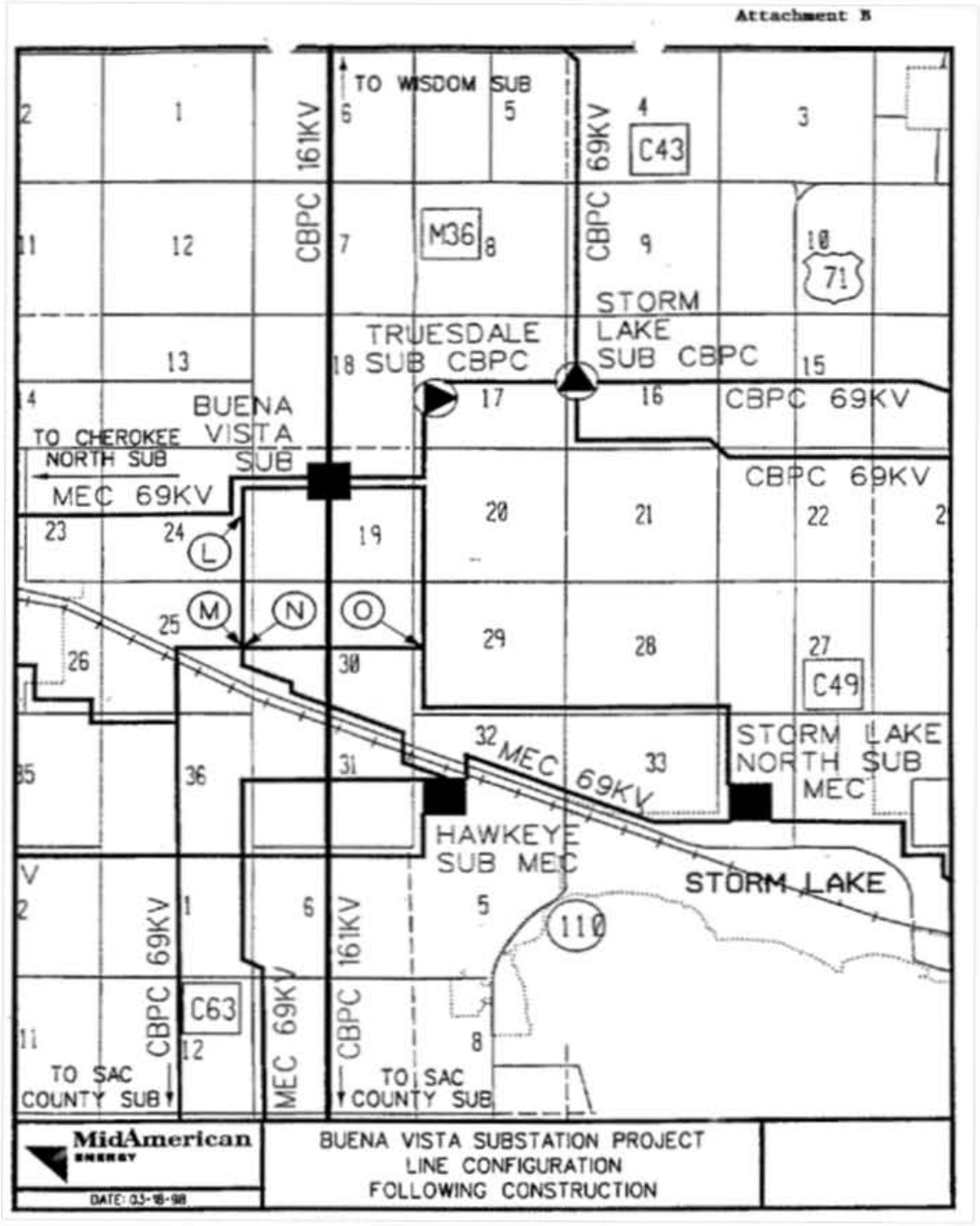
promptly inspecting facilities and advising of approval and acceptance, or disapproval and non-acceptance, of such facilities, as the case may be; and (iii) giving written notices and other communications.

3.2 The Cooperative shall indemnify the Company against any and all direct damages resulting from its negligence or willful misconduct. The Company shall indemnify the Cooperative against any and all direct damages resulting from its negligence or willful misconduct. In no event shall either the Cooperative or the Company be liable to the other Party for any indirect, consequential, punitive, or similar damages arising from or in any way connected with this Agreement. These indemnifications exclude any indirect, consequential, punitive, or similar damages.

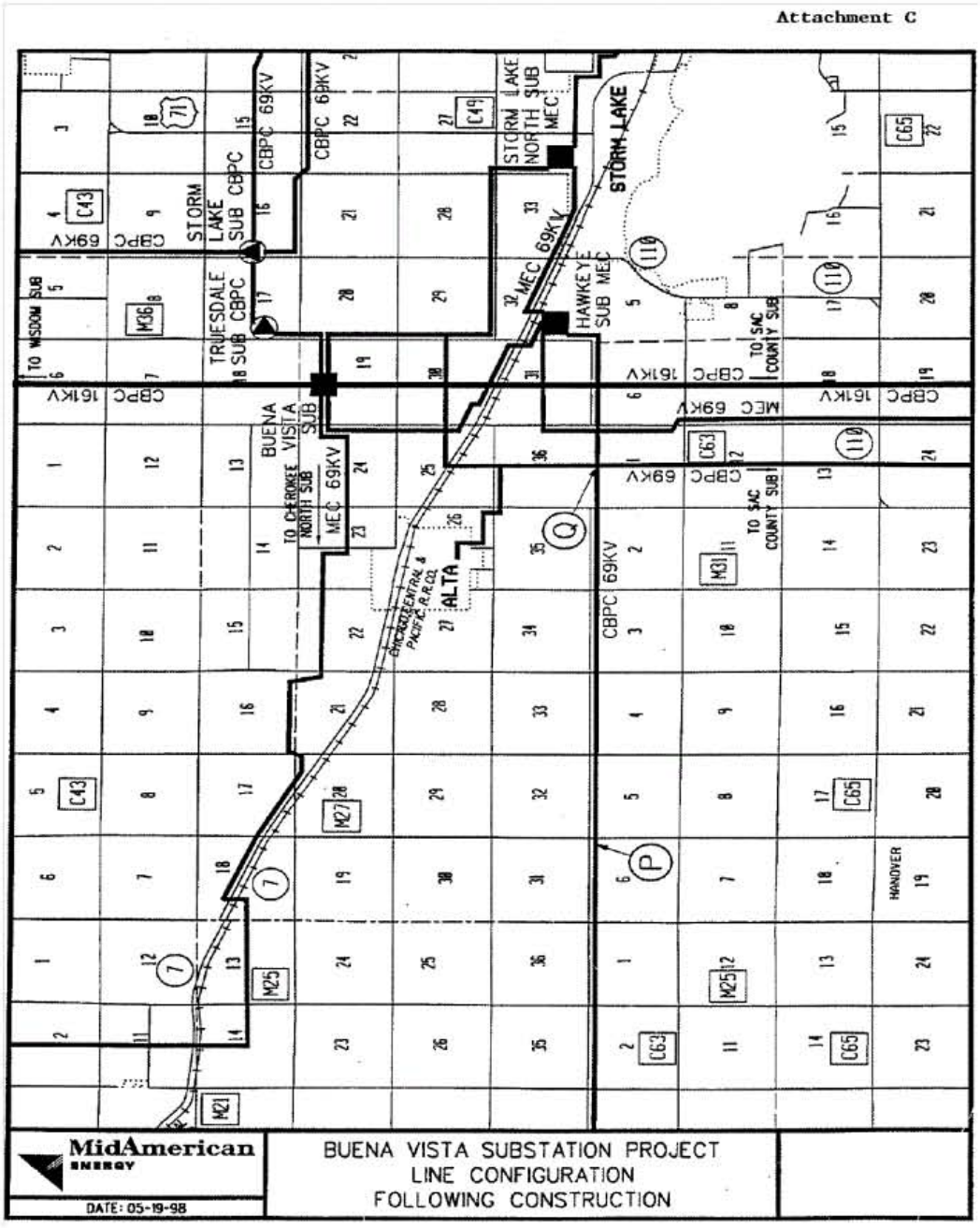
Attachment B

Attachment C





Attachment C



TAB A

SA 2477 Corn Belt – MidAmerican GFA 477 Version 1.0.0. Effective 7/9/2013

First Revised Service Agreement No. 2477

AMENDED AND RESTATED

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

BETWEEN

CORN BELT POWER COOPERATIVE

AND

MIDAMERICAN ENERGY COMPANY

AMENDED AND RESTATED

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

BETWEEN

CORN BELT POWER COOPERATIVE

AND

MIDAMERICAN ENERGY COMPANY

AMENDED AND RESTATED ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

between

MIDAMERICAN ENERGY COMPANY

and

CORN BELT POWER COOPERATIVE

This Amended and Restated Electric Transmission Interconnection Agreement, hereinafter referred to as "Agreement", made and entered into the 1st day of March, 1991, and amended on several previous occasions (effective November 4, 1993, effective June 1, 1996, effective September 15, 1998, effective February 15, 1999, effective December 23, 2002, effective January 1, 2005, effective January 8, 2006, effective December 15, 2007, and effective August 28, 2012), and as herein amended effective _____, 2013, by and between Corn Belt Power Cooperative, an Iowa corporation, with its principal offices in the City of Humboldt, Iowa, hereinafter called the "Cooperative", and MidAmerican Energy Company, an Iowa Corporation and successor in interest by merger to Iowa Public Service Company, with its principal offices in the City of Des Moines, Iowa, hereinafter called the "Company".

W I T N E S S E T H

WHEREAS, the Cooperative and the Company each independently own and operate electric generating and transmission facilities, and as such engage in the business of providing electric energy to the general public or to electric distribution agencies, and

WHEREAS, portions of said transmission systems of the Cooperative and Company are in the same general vicinity, with some elements directly interconnected, and

WHEREAS, the Cooperative and the Company intend to continue present

transmission interconnections and contemplate additional points of interconnection in the future, and

WHEREAS, both Parties desire to obtain maximum benefit of economy and continuity of service, and

WHEREAS, both Parties recognize additional mutual benefits by further coordination of operation and planning of their respective transmission systems.

WHEREAS, Midcontinent Independent System Operator, Inc. ("MISO") is the Transmission Provider for MidAmerican and this agreement has been designated as a Grandfathered Agreement ("GFA") under the MISO Federal Energy Regulatory Commission ("FERC") Electric Tariff, Fourth Revised Volume No. 1 ("Tariff") at Substitute Original Sheet No. 2890C (listing MidAmerican Contract No. 480 in Attachment P of the Tariff), and

WHEREAS, this agreement addresses both interconnection and transmission and is being amended to reflect non-substantial changes that do not alter transmission service and do not alter the status of this agreement as a GFA under the MISO Tariff and MISO is only executing the agreement for the limited purpose of monitoring interconnection to the MISO Transmission System, and

WHEREAS, the Parties acknowledge that MISO is not a party to the agreement, and the Parties and MISO agree that the amendment to add MISO as a signatory is not altering the underlying transmission service provided by this agreement as a GFA;

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Parties hereto agree as follows:

ARTICLE I - OBJECTIVES AND PURPOSES

Section 1. The objective of this Agreement is to provide the means for improving the reliability and economics of electric service to the customers

of both Parties consistent with reasonable utilization of natural resources and effect on the environment. In order to accomplish this objective, the Parties shall endeavor to coordinate planning and operation of transmission facilities. However, each Party has the responsibility to provide facilities to satisfy its electric service requirements.

Section 2. The Parties shall act in good faith in the coordination of planning and operation of their respective systems, to the end that savings should be realized for both Parties through reduction in costs.

ARTICLE II — DEFINITIONS

Section 1. Facility Charge — the charges made by one Party to the other for costs attached to the ownership of property including fixed costs and any associated operating and maintenance expenses. Any Facility Charge being made will be detailed in Exhibit B.

Section 2. Good Utility Practices - any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the term of this Agreement, or any of the practices, methods, and 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 results at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practices shall not be limited to the optimum practice, method or act to the exclusion of all others, but rather shall mean the acceptable practices, methods, or acts generally accepted in the region which encompasses the Mid-Continent Area Power Pool or successor organization or reliability region, including those practices required by Federal power Act Section 215(a)(4).

ARTICLE III - COORDINATING COMMITTEE

Section 1. Each Party will appoint one (1) representative and an alternate to act for it in matters pertaining to the interconnected operation

and planning of their respective electric systems and for the deliveries of power and energy herein provided, said representatives being referred to collectively as the Coordinating Committee. Both Parties will evidence such appointments by written notice to the other Party, and by similar notice either Party may at any time change its representative on the Coordinating Committee and also designate an alternate representative to act in the absence of a designated representative.

Section 2. The Coordinating Committee shall meet annually and otherwise as necessary.

The principal responsibilities of the Committee shall include:

(1) Establishment of sub—committees to carry out the provisions of this Agreement.

(2) Development of guidelines for carrying out the specifics of this Agreement.

(3) Adjustment or settlement of any disputed billing rendered under this Agreement.

(4) A periodic review of all functions of this Agreement.

(5) Coordination of planning for transmission for the respective Parties.

(6) Establish meter reading practices.

(7) Coordinate communication facilities.

(8) Coordinate transmission operating practices.

(9) Performance of such other duties as may be required for the proper functioning of operations, billing and accounting under this Agreement.

Section 3. The representatives constituting the Coordinating Committee shall be of equal authority, and all decisions made and directions given must be unanimous. The Coordinating Committee shall have no authority to alter, amend, change, modify, add to or subtract from any provision of this

Agreement nor to bind or to take any action which would bind the Parties on any issues other than those arising from the authority specifically given to the Coordinating Committee under this Agreement. The Coordinating Committee may change previously established operating procedures and standard practices from time to time to meet changing conditions. If the Coordinating Committee is unable to agree on any matters within its jurisdiction, such matters shall be resolved by the mutual agreement of the Presidents of each of the Parties or their designated representatives. Should the Presidents or their representatives fail to reach an agreement then the matter shall be resolved by arbitration. Such arbitration shall be conducted before a board of three arbitrators selected by the American Arbitration Association and the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, subject to the further qualification that the arbitrators named under said rules shall be competent by virtue of education and experience in the particular matter subject to arbitration.

Section 4. Written minutes shall be kept for all meetings of the Coordinating Committee, and decisions or agreements made by the Coordinating Committee shall be reduced to writing.

ARTICLE IV - TRANSMISSION INTERCONNECTIONS & OPERATING PRACTICES

Section 1. Points of interconnection are listed in Exhibit A of this Agreement. Exhibit B also includes a list of principal facilities at each interconnection point. These Exhibits shall be modified from time to time as may be required as interconnection points are added or facilities change.

Section 2. Whenever possible, facilities shall be provided by both Parties on an equitable basis so that Facility Charges for both Parties may be offset. On any interconnection points where Facility Charges are necessary, the charges will be based on the cost of providing that facility

and shall be assumed to be on a temporary basis until such time when other facilities are added and Facility Charges renegotiated. Facility Charges for interconnection points and associated communication facilities shall be on a cost of facility basis and will be shown in Exhibit B. This Exhibit shall be modified from time to time as may be required as interconnection points are added or facilities change.

Section 3. Exhibits C and D, attached hereto and by this reference made a part hereof, further describe the ownership, rights and obligations of the Parties with respect to certain facilities connected at MidAmerican's Buena Vista Substation.

Section 4. Arrangements for energy losses and wheeling fees will be in accordance with each Party's transmission tariff.

Section 5. The systems of the Parties shall be maintained and operated to minimize, in accordance with Good Utility Practices, the likelihood of a disturbance originating in the system of one Party causing impairment to the service of the system of the other Party or of any other system interconnected therewith. Should either Party fail to fulfill its obligation in this Section, such matter shall be directed to the Coordinating Committee in accordance with ARTICLE III, of this Agreement.

Section 6. Each Party shall normally provide the vars required by its own system load. Each Party shall cooperate with the other in such exchange of vars as may be effected for the benefit of each system and such exchanges are to be made only by mutual agreement.

ARTICLE V - METERING

Section 1. Each Party hereto shall install, own, test, operate and maintain all watthour meters, demand meters, energy recorders, telemeters, current and potential transformers and associated equipment required for billing metering and system control at the several points of interconnection

as listed in Exhibit A.

Metering to be furnished shall be the type currently acceptable as prescribed by the regulatory authorities having jurisdiction and in keeping with sound technology in practice at the time. Such metering shall be of mutual acceptance to both Parties.

Section 2. Metering equipment shall be tested by the owner annually and its accuracy of registration maintained in accordance with good practice. On request of either Party, a special test may be made at the expense of the Party requesting such special test. Representatives of both Parties shall be afforded opportunity to be present at all routine or special tests.

If, as a result of any test, any meter shall be found to be registering more than two percent above or below 100% of accuracy, the registration of such meter shall be corrected for a period equal to one-half of the elapsed time since the last prior test, according to the percentage of inaccuracy so found, except that if the meter shall have become defective or inaccurate at a reasonably ascertainable time since the last prior test and adjustment of such meter, the correction shall extend back to such time. Should metering equipment at any time fail to register, the electricity delivered shall be determined from check meters, if installed, or otherwise shall be determined from the best available data.

Section 3. Each Party shall read the meters it owns and are installed on its property and furnish such readings to the other Party as required for operations, billing and records as agreed to by the Coordinating Committee.

ARTICLE VI - PLANNING

Section 1. A major area of potential savings in joint system operations is through coordinated planning. This planning not only involves coordination between the Parties to this Agreement but consideration of the joint system with plans of others in the area. However, in no event shall any provision of

this Agreement be interpreted as imposing an obligation on either Party to build additional transmission facilities.

Section 2. The Parties shall give consideration to system reliability, system economy, the size and anticipated rate of growth of each Party's load, and requirements on a joint system basis for serving their respective loads.

Section 3. The Parties shall coordinate their plans for serving their respective loads.

Section 4. The Parties shall annually update their plans to serve their respective loads within the Parties' interconnected region.

ARTICLE VII - CHARGES AND ACCOUNTING

Section 1. The various specific services to be rendered in furtherance of the purposes of this Agreement will vary during the term thereof, and the provisions, arrangements, and charges applicable to such facilities must necessarily depend upon the conditions from time to time existing.

Section 2. Interconnection kilowatt hour accounting shall be determined for each hour on a calendar month basis. Meters shall be read on, or reasonably close to, the last day of each month and then adjusted as necessary to calculate a reading at the end of the calendar month, which will cover the period from the last day of the preceding month. The Parties shall determine the amounts of power and energy delivered by each Party to the other according to meter readings, dispatching records and other available data.

ARTICLE VIII - ELECTRICAL SYSTEM AGREEMENTS

Section 1. Each Party will maintain interconnection agreements to cover its interconnections with other electrical systems. The planning and operation of these interconnections will be coordinated on a joint system basis to the degree that both systems may be impacted.

ARTICLE IX - TERM OF AGREEMENT

Section 1. This Agreement can be cancelled by either Party, on any anniversary date commencing with October 31, 2000, giving not less than four (4) years written notice of such cancellation prior to the effective date of termination.

ARTICLE X — INDEMNIFICATION

Section 1. The Cooperative shall indemnify the Company against any and all direct damages resulting from the Cooperative's equipment or the energy on the Cooperative's side of the interconnections. The Company shall indemnify the Cooperative against any and all direct damages resulting from the Company's equipment or the energy on the Company's side of the interconnections. In no event shall either the Cooperative or the Company be liable to the other Party for any indirect, consequential, punitive, or similar damages arising from or in any way connected with this Agreement. These indemnifications exclude any indirect, consequential, punitive, or similar damages.

ARTICLE XI - UNCONTROLLABLE FORCES

Section 1. Neither Party shall be considered to be in default in respect of any obligation hereunder if prevented in whole or in part, from fulfilling such obligation by reason of uncontrollable forces, which shall include storm, flood, lightning, earthquake, fire, explosion, failure of facilities or components thereof, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, regulatory decisions, or other causes beyond the usual control of the Party affected. Either Party unable to fulfill any obligation by reason of uncontrollable forces will exercise due diligence to remove such disability with reasonable dispatch, except that any labor disturbance may be settled at the discretion of the Party directly affected thereby.

ARTICLE XII - MISCELLANEOUS

Section 1. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 2. The Company and the Cooperative recognize that future circumstances may differ from present or presently contemplated circumstances. It is the intention of both Parties and this contract that any such future circumstances shall be resolved on the basis of the good faith intent of the Parties to work together.

Section 3. This Agreement shall be subject to approval by (a) regulatory authorities having jurisdiction and (b) the Administrator of the Rural Utilities Service.

Section 4. With respect to the subject matter herein, this Agreement supersedes any and all proposals and/or understandings, oral and in writing, between the Parties hereto and constitutes their sole and only agreement.

Section 5. Effect of MISO Signature. The Parties acknowledge and understand that the signature of the authorized officer of MISO on this Agreement is for the limited purpose of acknowledging that the representative of MISO has read the terms of this Agreement. The Parties and MISO further state that they understand that FERC desires that the Parties keep MISO fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the officer of MISO shall not in any way be deemed to imply that MISO is taking responsibility for the actions of either Party, that MISO has any affirmative duties under this Agreement or that MISO is liable in any way under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Interconnection and Operating Agreement on this day and year first written above.

CORN BELT POWER COOPERATIVE

By: Kenneth H. Kuyper

Name: Kenneth H. Kuyper

Title: Executive Vice President & General Manager

Date: _____

MIDAMERICAN ENERGY COMPANY

By: _____

Name: Jeffery J. Gust

Title: Vice President, Compliance and Standards

Date: _____

MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

By: _____

Name: William C. Philips

Title: Vice President, Standards, Compliance and Strategy

Date: _____

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Interconnection and Operating Agreement on this day and year first written above.

CORN BELT POWER COOPERATIVE

By:_____

Name:_____

Title:_____

Date:_____

MIDAMERICAN ENERGY COMPANY

By:_____

Name: Jeffery J. Gust

Title: Vice President, Compliance and Standards

Date:_____

The signature below of the authorized officer of MISO is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

By:_____

Name: William C. Philips

Title: Vice President, Reliability & Security Relations

Date:_____

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Interconnection and Operating Agreement on this day and year first written above.

CORN BELT POWER COOPERATIVE

By: _____

Name: _____

Title: _____

Date: _____

MIDAMERICAN ENERGY COMPANY

By: _____

Name: Jeffery J. Gust

Title: Vice President, Compliance and Standards

Date: _____

The signature below of the authorized officer of MISO is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

By: _____

Name: William C. Phillips

Title: Vice President, Reliability & Security Relations

Date: 06-21-13

WILLIAM C. PHILLIPS
Vice President
Reliability & Security Relations

TENTH REVISED EXHIBIT A

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

MidAmerican Energy Company (MEC)
and
Corn Belt Power Cooperative (CBPC)

POINTS OF INTERCONNECTION

This Ninth Revised Exhibit A replaces and supersedes Eighth Revised Exhibit A.

	Location	Point of Interconnection
1.	Plainfield	69 kV line of MEC to 69 kV bus of CBPC Plainfield Substation
2.	Emmetsburg South	69 kV line of CBPC to 69 kV line of MEC. Located in east half of Section 14, T96N, R33W, Palo Alta County, Iowa
3.	Freedom	69 kV line of CBPC to 69 kV line of MEC near center of Section 6, T95N, R32W, Palo Alto County, Iowa
4.	Emmetsburg East	69 kV line of CBPC to 69 kV line of MEC in the N.E. corner of Section 4, T95N, R32W, Palo Alto County, Iowa
5.	Hampton	69 kV line of MEC to 69 kV bus of CBPC Hampton Substation
6.	Spencer 1	69 kV line of MEC to 69 kV bus of CBPC Wisdom Substation
7.	Spencer 2	161 kV line of MEC to 161 kV bus of CBPC Wisdom Substation
8.	Sac County 1	161 kV line of CBPC to 161 kV bus of MEC Sac County Substation
9.	Charles City 1	69 kV line of CBPC to 69 kV bus of MEC Floyd Substation

10.	Charles City 2	69 kV line of CBPC to 69 kV bus of MEC Floyd Substation
11.	Charles City 3	161 kV line of CBPC to 161 kV bus of MEC Floyd Substation
12.	Waterloo	161 kV line of CBPC line to 161 kV bus of MEC Black Hawk Substation
13.	Washburn	161 kV line of CBPC to 161 kV bus of MEC Washburn Substation
14.	Wright County	69 kV line of CBPC to 69 kV bus of MEC Wright Substation
15.	Humboldt	69kV line of MEC to 69 kV bus of CBPC Hope Substation
16.	Sheffield	69 kV line of MEC to 69 kV line of CBPC in S.E. quarter of Section 36, T94N, R21W, Cerro Gordo County, Iowa
17.	LuVerne 1	CBPC 69 kV line to MIEC 69 kV line from MEC Substation in N.W. quarter of Section 15, R28W, T93N, Humboldt County, Iowa
18.	Sac City 1	69 kV line of MIEC to 69 kV line of CBPC near the CBPC Sac City Substation
19.	Sac City2	69 kV line of MEC to 69 kV line of CBPC in the vicinity of Section 10, R36W, T87N, Sac County, Iowa
20.	Sherwood 1	69 kV Pomeroy line of MEC to 69 kV bus of CBPC Sherwood Substation
21.	Sherwood 2	69 kV Carroll line of MEC to 69 kV bus of CBPC Sherwood Substation
22.	Sac County 2	69 kV Buena Vista line of CBPC to 69 kV bus of MEC Sac County Substation
23.	Sac County 3	69 kV Sherwood line of CBPC to 69 kV bus of MEC Sac County Substation
24.	Odebolt	MEC 69 kV line from MEC Odebolt Substation to N.E. Corner of Section 33, T87N, R37W, Sac County; CBPC 69 kV line from same to CBPC to

		Lake View Substation
25.	Ackley	CBPC 69 kV line to MEC 69 kV Ackley line at and near the west right-of-way of the Chicago N.W. Railroad Company
26.	Rockford	CBPC Tap North of Rockford Substation to MEC 69 kV line from the town of Rockford
27.	Bode 69kV	MEC 69 kV line from CBPC Bode Substation
28.	Ruthven	MEC Ruthven line to CBPC Osgood/Dickens line near the west side of Section 17, R34W, T96N
29.	Gilmore City 1	12.47 kV line of Iowa Lakes REC to 12.47 kV line of MEC located approximately one mile northwest of the MEC Gilmore City Substation along the northern side of the northwest quarter of Section 26, T92N, R31W, Pocahontas County, Iowa.
30.	Gilmore City 2	Manual, 2 way 69 kV disconnect switch by CBPC at the crossover point of MEC and CBPC lines near Gilmore City
31.	LuVerne2	69 kV line CBPC to 69 kV of MEC near the S.W. corner of Section 7, T93N, R27W of Humboldt County
32.	Miles Nelsen	69 kV Storm Lake line by MEC to CBPC 69 kV line from CBPC Miles Nelsen Substation
33.	Lake Cornelia	69 kV line by CBPC from CBPC Lake Cornelia Substation to MEC 69 kV line near Clarion.
34.	Charles City	7200 volt line of Butler County REC to a 12.47 kV line of MEC near the center of Section 2, T95N, R16W, Floyd County
35.	Aplington	12.47 kV line of Butler REC to a 12.47 kV line of MEC at the southeast corner of Parrott and 11th Street in the City of Aplington, Iowa
36.	Kesley	12.47 kV line of CBPC to 12.47 kV of MEC near the S.W. Corner of Section 5, T9ON, R17W in Butler County
37.	Lake City	69 kV line of MEC to 69 kV of CBPC near the

		center of Section 14, T86N, R34W in Calhoun County
38.	Franklin	161 kV line of CBPC to 161 kV bus of MEC Franklin Substation
39.	Lake View	69 kV line of MEC to 69 kV line of CBPC near the N.W. corner of Section 10, R36W, T87N, Sac County
40.	Dumont	69 kV line of MEC to 69 kV of CBPC at the N.W. corner of Section 22, T91N, R18W, in Butler County
41.	Buena Vista l	CBPC 161 kV line from MEC Buena Vista Substation to CBPC Wisdom Substation
42.	Buena Vista 2	CBPC 161 kV from MEC Buena Vista Substation to MEC Sac County Substation
43.	Buena Vista 3	CBPC 69 kV from MEC Buena Vista Substation to CBPC Storm Lake Substation
44.	Buena Vista 4	CBPC 69 kV from MEC Buena Vista Substation to MEC Sac County Substation
45.	Drager 1	MEC 161 kV line from CBPC Drager Substation to MEC Carroll County Substation
46.	Drager 2	MEC 161 kV line from CBPC Drager Substation to Alliant West Grand Jct. Substation
47.	Toyne 1	MEC 69 kV line from CBPC Toyne Substation to MEC Carroll South Substation
48.	Toyne 2	MEC 69 kV line from CBPC Toyne Substation to MEC Audubon North Substation
49.	Wall Lake 1	CBPC 69 kV line from CBPC Blairsburg Substation to MEC Wall Lake Substation
50.	Wall Lake 2	CBPC 69 kV line from CBPC Willemssen Substation to MEC Wall Lake Substation
51.	Schroeder	CBPC 69 kV line from CBPC Schroeder Substation to MEC 69 kV line tap for Wall Lake Substation near N.E. Corner of Section 12, T86N, R37W in Sac County.

52.	Robert Weaklend	CBPC 69 kV line from CBPC Robert Weaklend Substation to MEC 69 kV line tap for Westside Substation near N.W. Corner of Section 23, T84N, R35W in Carroll County
53.	Alta Municipal	CBPC 69 kV line from Alta Municipal Substation to MEC 69 kV line near the N.E. Corner of the S.W. ¼ of Section 23, T91N, R38W in Buena Vista County.

TENTH REVISED EXHIBIT B

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

MidAmerican Energy Company (MEC)
and
Corn Belt Power Cooperative (CBPC)

PRINCIPAL FACILITIES AND APPLICABLE FACILITY CHARGES

This Ninth Revised Exhibit B replaces and supersedes Eighth Revised Exhibit B.

1. PLAINFIELD

CBPC

In Plainfield Substation:

1. 69 kV OCB
2. Disconnect switches
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Communication channel for telemetry

MEC

1. 69 kV line from the MEC Plainfield Tap, located in the center of Section 1, R14W, T92N, Bremer County, Iowa, to the CBPC Plainfield Substation located in the northeast quarter of Section 5, R14W, T92N, Bremer County, Iowa

2. EMMETSBURG SOUTH

CBPC

1. 69 kV line from Osgood Substation to point of interconnection

MEC

1. 69 kV line from Emmetsburg South Substation to point of interconnection

In Emmetsburg South Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Communication channel for telemetry

3. FREEDOM

CBPC

1. 69 kV line from Ayrshire Substation to point of interconnection
2. Two 69 kV air break switches at interconnection
3. Lattice tower at point of interconnection

MEC

1. 69 kV line from Freedom Substation to point interconnection
2. One 69 kV air break switch (SW 7683)

In Freedom Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Communications channel for telemetry

4. EMMETSBURG EAST

CBPC

1. 69 kV line from Whittemore Junction Switching Station to point of interconnection
2. 2 manual switches at point of interconnection

MEC

1. 69 kV line from Emmetsburg East to point of interconnection
2. Steel structure at point of interconnection

In Emmetsburg East Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Fiber Optic Cable for relaying and telemetry

5. HAMPTON

CBPC

In Hampton Substation (Reeve):

1. Disconnect switches
2. 69 kV line OCB
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Communication channel for telemetry

MEC

1. 69 kV line

6. SPENCER 1

CBPC	MEC
In Wisdom Substation:	1. 69 kV line
1. Disconnect switches	
2. 69kV OCB	
3. Protective relays	
4. Metering equipment	
5. Telemetry equipment	
6. Communication channel for telemetry	

7. SPENCER 2

Wisdom - Triboji 161 kV line
(Lakefield)

CBPC	MEC
1. Insulators and 200’ span into the Wisdom Substation	1. 3-pole wood dead end structure, down guys and Insulators and line to the North

8. SAC COUNTY 1

CBPC	MEC
1. 161 kV line	In Sac County Substation: 1. Disconnect switches 2. 161 kV OCB 3. Protective relays 4. Metering equipment with Mag Tape 5. Telemetry equipment* 6. Communication channel for telemetry

*These items are shared with Sac County 2 and Sac County 3 interconnections.

9. CHARLES CITY 1

CBPC	MEC
1. 69 kV line to Parkersburg 2. Communication channel for telemetry*	In Floyd Substation: 1. Disconnect switches 2. 69 kV circuit breaker 3. Protective relays 4. Metering equipment* 5. Telemetry equipment*

*These items are shared with Charles City 2 interconnection

10. CHARLES CITY 2

CBPC	MEC
1. 69 kV line to Plainfield	In Floyd Substation:
2. Communication channel for telemetry*	1. Disconnect switches
	2. 69 kV circuit breaker
	3. Protective relays
	4. Metering equipment*
	5. Telemetry equipment*

*These items are shared with Charles City 1 interconnection

11. CHARLES CITY 3

CBPC	MEC
1. 161 kV line	In Floyd Substation:
	1. Disconnect switches
	2. 161 kV circuit breaker
	3. Protective relays

12. WATERLOO

CBPC	MEC
1. 161 kV line	In Black Hawk Substation:
	1. Disconnect switches
	2. 161 kV circuit breaker
	3. Protective relays

13. WASHBURN

CBPC

1. 161 kV line

MEC

In Washburn Substation:

1. Disconnect switches
2. 161 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment

Note: IES Utilities, Inc. pays MEC carrying charges for the substation equipment and furnishes the communications channel for the telemetry.

14. WRIGHT COUNTY

CBPC

1. 69 kV line (constructed and owned by Webster City)
2. Communication channel for telemetry

MEC

In Wright Substation:

1. Disconnect switches
2. 69 kV circuit breaker.
3. Protective relays
4. Metering equipment
5. Telemetry equipment

15. HUMBOLDT

CBPC

In Hope Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Communication channel for telemetry

MEC

1. 69 kV line

16. SHEFFIELD

CBPC	MEC
1. 3 air break switches in 69 kV line	1. 69 kV line
	2. Metering equipment
	3. Telemetry equipment
	4. Communication channel for telemetry

17. LU VERNE 1

CBPC	MEC
1. 3 radio controlled switches at the Lu Verne Tap	1. 69 kV line to (2.)
	2. New Substation

Note: CBPC reimbursed by MEC for the cost of the air break switches and their installation. CBPC reimbursed for one-third of the cost of radio-controlled operators by MEC.

18. SAC CITY 1

CBPC	MEC
1. 69 kV line to CBPC Sherwood	1. 69 kV line
2. One 69 kV air breaker switch*	2. 69 kV circuit breaker
3. Communication channel for telemetry*	3. Disconnect switches
	4. Protective relays
	5. Metering equipment, with mag tape*
	6. Telemetry equipment*

*These items are shared with Sac City 2 interconnection

19. SAC CITY 2

CBPC

1. 69 kV line to CBPC Odebolt
2. Three motorized 69 kV air break switches* and pole
3. Communication channel for telemetry*

MEC

1. 69 kV line
2. 69 kV circuit breaker
3. Disconnect switches
4. Protective relays
5. Metering equipment with mag tape*
6. Telemetry equipment

*These items are shared with Sac City 1 interconnection

20. SHERWOOD 1

CBPC

1. 69 kV circuit breaker
2. Disconnect switches
3. Protective relays
4. Metering Equipment*

MEC

1. 69 kV line to Pomeroy

*Item shared with Sherwood 2 interconnection

Note: Metering is not telemetered to MEC. CBPC includes the metering into the CBPC-MEC net values, which are sent to MEC from the CBPC control center.

21. SHERWOOD 2

CBPC

1. 69 kV circuit breaker
2. Disconnect switches
3. Protective relays
4. Metering equipment*

MEC

1. 69 kV line to Carroll

*Item is shared with Sherwood 1 interconnection

Note: Metering is not telemetered to MEC. CBPC includes the metering into the CBPC-MEC net values, which are sent to MEC from the CBPC control center.

22. SAC COUNTY 2

CBPC

1. 69 kV line

MEC

1. 69 kV circuit breaker
2. Disconnect switches
3. Protective relays
4. Metering equipment with mag tape
5. Telemetry equipment*
6. Telemetry communication channel*

*These items are shared with Sac County 1 & 3 interconnections

23. SAC COUNTY 3

CBPC	MEC
1. 69 kV line	1. 69 kV circuit breaker 2. Disconnect switches 3. Protective relays 4. Metering equipment, with mag tape 5. Telemetry equipment* 6. Telemetry communications channel*

*These items are shared with Sac County 1 & 2 interconnections

24. ODEBOLT

CBPC	MEC
1. 69 kV line to new Lake View Substation 2. Metering equipment	1. 69 kV line from Odebolt Substation

Note: Carrying charges on the facilities are presently offset against the charges on the CBPC Ruthven facilities.

25. ACKLEY

CBPC	MEC
1. 2 radio controlled switches and one manual switch at Ackley 69 kV tap	1. 10 MVA 69 kV to 34.5 transformer 2. 69 kV line 3. 2.4 kV metering point line at Ackley

Note: CBPC reimbursed by MEC for the purchase and installation of the 2 radio-controlled switches.

26. ROCKFORD

CBPC	MEC
1. 2 radio controlled switches	1. 69 kV line from tap into Rockford
2. 69 kV air break switch	2. 1 air break switch
	3. 2.4 kV metering point in Rockford

Note: CBPC reimbursed by MEC for the purchase and installation costs of the two radio controlled switches.

27. BODE

CBPC	MEC
1. 12.5 kV, 2500 kVA Substation	1. 69 kV transmission line, along in the north line of Section 29, T93N, R29W of Humboldt County
2. Pole for 69 kV disconnect switch	2. 2-way 69 kV disconnect switch
3. 12.5 kV metering point at (1.)	

28. RUTHVEN

CBPC	MEC
1. 69 kV line Osgood-Dickens	1. 69 kV line from Ruthven Tap to (2.)
	2. New Ruthven 69/12.5 kV Substation
	3. 69 kV air break switch at (2.)
	4. 1.5 kV metering point at (2.)

Carrying charges on CBPC facilities are presently offset against MEC Odebolt facilities. CBPC reimbursed by MEC for the purchase and installation costs of the air-break switches.

29. GILMORE CITY 1

CBPC	MEC
1. 12.47 kV line from Iowa Lakes REC	1. 12.47 kV line from MEC Gilmore City Substation
2. 12.47 kV sectionalizing switch on Iowa Lakes REC structure	2. 12.47 kV sectionalizing switch on MEC structure
	3. 12.47 kV three-phase bidirectional metering

Notes: 1) This interconnection is operated normally open. The Iowa Lakes REC sectionalizing switch shall be operated normally closed. The MEC sectionalizing switch shall be operated normally open.

2) Communication will be made between MEC, CBPC and Iowa Lakes REC before the emergency tie is operated.

3) This interconnection shall be limited to 1000 kW unless authorization to exceed that limit is granted by MEC, CBPC, and Iowa lakes REC.

4) Meter readings shall be taken before and after use of the emergency tie.

30. GILMORE CITY 2

CBPC	MEC
1. 2-way 69 kV disconnect switch, one in the CBPC line to the south and one in the MEC line to the east	1. 69 kV metering installation in the the MEC east line

31. LUVERNE 2

CBPC	MEC
1. 69 kV line from the MEC LuVerne Substation to the Goldfield Substation	1. 12.47 kV metering and 2.4 kV metering in CBPC existing substations
2. Radio controlled operators for MEC owned switches in item 2. (Note 1)	2. 2-way switch at LuVerne Substation (Note 3)
3. 69 kV line from Goldfield Substation to the CBPC Boone Valley Tap	
4. 2-way radio controlled switches at the CBPC Boone Valley Tap (Note 2)	

Notes:
1) MEC paid CBPC for the full cost of this installation including future maintenance.
2) CBPC reimbursed by MEC for one-third of the cost of this installation.
3) Switch installed by MEC. CBPC reimbursed MEC for installation and materials less the cost of the motor operators.

32. MILES NELSEN

CBPC

1. 69 kV line from CBPC's Miles Nelsen Tap to CBPC's Storm Lake Switching Station

MEC

1. 69 kV line from Storm Lake North to the CBPC Miles Nelsen Substation
2. Storm Lake East Substation
3. 69 kV metering at Storm Lake East Substation

33. LAKE CORNELIA

CBPC

1. 69 kV line from CBPC's Lake Cornelia Substation to the MEC line at Section 32, T92N, R24 of Wright County
2. 69-12.5 kV Substation
3. 12.47 kV metering at Cornelia Substation

MEC

1. 3 line sectionalizing switches

Note: CBPC reimbursed MEC for all costs required for changes because of the interconnection

34. CHARLES CITY

CBPC

1. Underground circuit
2. Fusing
3. Metering

MEC

1. Disconnect switches

Note: MEC reimbursed by CBPC for the purchase and installation costs of disconnect switch.

35. APPLINGTON

CBPC	MEC
1. 12.47 kV line from Butler REC	1. 12.47 kV line from MEC's Butler Substation 2. Sectionalizing Switch 3. 12.47 kV three-phase, bidirectional metering

Note: 1. Communication will be made between MEC, CBPC and Butler REC before the emergency tie is operated.

2. Meter readings will be taken before and after use of the emergency tie. The energy used will be adjusted by CBPC and MEC at the end of the month on an energy exchange basis.

36. KESLEY

CBPC/Butler REC	MEC
1. 12.47 kV line from Kesley Substation to tap 2. 12.47 kV metering point in Kesley Substation	1. 1 airbreak switch

Note: MEC reimbursed by CBPC for the purchase and installation costs of the air break switch.

37. LAKE CITY

CBPC	MEC
1. 3 air break switches (1 manual operation, 2-motor operated and radio-controlled)	1. 69 kV line from tap to substation in Lake City 2. 69-12.5 kV Substation 3. 12.5 kV metering point in Lake City

Note: CBPC reimbursed by MEC for the purchase and installation costs of the three air break switches and controls.

38. FRANKLIN SUBSTATION

CBPC	MEC
1. l6l kV line	In Franklin Substation: 1. Disconnect switches 2. 161 kV OCB 3. Protective relays 4. Metering equipment

39. LAKE VIEW

CBPC	MEC
1. 3 air break switches (1 manual operation, 2 motor-operated and radio-controlled)	1. 69 kV line to the MEC lake View Substation 2. 69-12.5 kV Substation 3. 12.5 kV metering point in Lake View

Note: CBPC reimbursed by MEC for the purchase and installation costs of the three air break switches and controls.

40. DUMONT

CBPC	MEC
1. 3 air break switches (motor operated and radio-controlled)	1. 69 kV line from tap to Dumont Substation 2. 69-12.5 kV Substation 3. 12.5 kV metering point in the Dumont Substation

41. BUENA VISTA 1

CBPC

1. 161 kV line from CBPC Wisdom Substation

MEC

In Buena Vista Substation:

1. Dead-end tower and insulators for connection of CBPC's 161 kV line from CBPC Wisdom Substation
2. Disconnect switches
3. 161 kV circuit breaker
4. Protective relays
5. Metering equipment
6. Communications channel for telemetry*

*These items shared with Buena Vista 2, Buena Vista 3, and Buena Vista 4 interconnections

42. BUENA VISTA 2

CBPC	MEC
1. 161 kV line from MEC Sac County Substation	In Buena Vista Substation: 1. Dead-end tower and insulators for connection of CBPC's 161 kV line from MEC Sac County Substation 2. Disconnect switches 3. 161 kV circuit breaker 4. Protective relays 5. Communications channel for telemetry*

*These items shared with Buena Vista 1, Buena Vista 3, and Buena Vista 4 interconnections.

Note: The CBPC line segment from MEC Sac County Substation to MEC Buena Vista Substation does not have revenue metering

43. BUENA VISTA 3

CBPC

1. 69 kV line from CBPC Storm Lake Substation

MEC

In Buena Vista Substation:

1. Dead-end tower and insulators for connection of CBPC 69 kV line from CBPC Storm Lake Substation
2. Disconnect switches
3. 69 kV circuit breaker
4. Protective relays
5. Metering equipment
6. Communications channel for telemetry*

*These items shared with Buena Vista 1, Buena Vista 2, and Buena Vista 4 interconnections.

44. BUENA VISTA 4

CBPC	MEC
1. CBPC 69 kV line from MEC Sac County Substation	In Buena Vista Substation: 1. Dead-end tower and insulators for connection of CBPC 69 kV line from MEC Sac County Substation 2. Disconnect switches 3. 69 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for telemetry*

*These items shared with Buena Vista 1, Buena Vista 2, and Buena Vista 3 interconnections

45. DRAGER 1

CBPC	MEC
In the Drager Substation: 1. Dead-end tower and insulators for connection of MEC's 161 kV line from MEC Carroll County Substation 2. Disconnect switches 3. 161 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for telemetry	1. 161 kV line from MEC Carroll County Substation (Note 1)

Note 1: MidAmerican shall continue to have the right to utilize the 161 kV line from Carroll County to Alliant West Grand Jct. for the interchange of power and energy without charge.

46. DRAGER 2

CBPC	MEC
In the Drager Substation: 1. Dead-end tower and insulators for connection of MEC's 161 kV line from MEC Carroll Substation 2. Disconnect switches 3. 161 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for telemetry	1. 161 kV line from Alliant West Grand Jct. Substation (Note 1)

Note 1: MidAmerican shall continue to have the right to utilize the 161 kV line from Carroll County to Alliant West Grand Jct. for the interchange of power and energy without charge.

47. TOYNE 1

CBPC	MEC
In Toyne Switching Station: 1. Disconnect switches 2. 69 kV line circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment 6. Communication channel for telemetry	1. 69 kV line from MEC Carroll South Substation (Note 1)

Note 1: MidAmerican to have primary control of the breaker serving the line terminal to the Carroll South Substation.

48. TOYNE 2

CBPC	MEC
In Toyne Switching Station: 1. Disconnect switches 2. 69 kV line circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment 6. Communication channel for telemetry	1. 69 kV line from MEC Audubon North Substation (Note 1).

Note 1: MidAmerican to have primary control of the breaker serving the line terminal to the Audubon Substation.

49. WALL LAKE 1

CBPC

1. CBPC 69 kV line from CBPC Blairsburg Substation

MEC

In Wall Lake Substation:

1. Dead-end tower and insulators for connection of CBPC 69 kV line from CBPC Blairsburg Substation
2. Disconnect switches
3. 69 kV circuit breaker
4. Protective relays
5. Metering equipment
6. Communication channel for telemetry*

*These items shared with Wall Lake 2 interconnection.

Note 1: Supervisory control of the breaker for the 69 kV line connecting Wall Lake to Blairsburg shall be setup in a manner similar to the supervisory control scheme implemented for the 69 kV breakers at Buena Vista, which connect Corn Belt's 69 kV lines to the MidAmerican Buena Vista Substation. Reference Article II, Section 2.7 of Exhibit D.

50. WALL LAKE 2

CBPC	MEC
1. CBPC 69 kV line from CBPC Willemssen Substation	In Wall Lake Substation: 1. Dead-end tower and insulators for connection of CBPC 69 kV line from CBPC Willemssen Substation 2. Disconnect switches 3. 69 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communication channel for telemetry*

*These items shared with Wall Lake 1 interconnection.

Note 1: Supervisory control of the breaker for the 69 kV line connecting Wall Lake to Willemssen shall be setup in a manner similar to the supervisory control scheme implemented for the 69 kV breakers at Buena Vista, which connect Corn Belt's 69 kV lines to the MidAmerican Buena Vista Substation. Reference Article II, Section 2.7 of Exhibit D.

51. SCHROEDER

CBPC	MEC
1. 69 kV line from tap to the Schroeder Substation south of Wall Lake. 2. 1 Air break manually operated switch. 3. 69-12.5 kV substation. 4. 12.5 kV metering point at Schroeder Substation.	1. One 3-way dead end structure.

Note: CBPC will reimburse MEC for installation of the 3-way dead end structure. The estimated cost, calculated on a time and materials basis, to install the 3-way dead end structure is $37,200.

52. ROBERT WEAKLEND

CBPC

1. 69 kV line from tap to the Robert Weaklend Substation West of Carroll.
2. 1 Air break manually operated switch.
3. 69-12.5 kV substation.
4. 12.5 kV metering point at Robert Weaklend Substation.

MEC

1. 1 3-way dead end structure.
2. 1 Air break manually operated switch.

*Note: CBPC will reimburse MEC for installation of the 3-way dead end structure and one air break manually operated switch.

53. ALTA MUNICIPAL

CBPC

1. 69 kV line from Alta Municipal Substation the MEC 69 kV line North of Alta.
2. 1 Air break manually operated switch.
3. Metering equipment
4. Telemetry equipment
5. Communication channel for telemetry

MEC

1. 69 kV line from Buena Vista Substation

*Note: This interconnect will be a normally open tie used only during emergency outages or maintenance of Alta's tie with CBPC.

FIRST REVISED EXHIBIT C

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

Iowa Public Service Company (IPS) predecessor by merger to MidAmerican Energy Company (MidAmerican)
and
Corn Belt Power Cooperative (Corn Belt)

This First Revised Exhibit C replaces and supersedes original Exhibit C.

ARTICLE I

Reserved for Future Use

ARTICLE II – Maintenance of 69 kV Double Circuits Extending from Buena Vista Substation

2.1 When used in this Exhibit C, the following words and terms shall have the meanings indicated unless clearly stated otherwise:

a. "Line Segment A-B" shall mean the 69 kV line facilities extending from the Buena Vista Substation westerly approximately 0.5 miles and southerly approximately 0.25 miles to a point in the vicinity of the eastern border of Section 24, T91N, R38W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.1, attached hereto and by this reference made a part hereof. Line Segment A-B shall include the structures upon which the line segment is constructed and the necessary rights-of-way and easements. Line Segment A-B is one segment of a MidAmerican 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Cherokee North Substation.

b. "Line Segment C-D" shall mean the 69 kV line facilities extending from the Buena Vista Substation westerly approximately 0.5 miles and southerly approximately 0.25 miles to a point in the vicinity of the eastern border of Section 24, T91N, R38W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.1. Line Segment C-D shall not include the structures upon which the line segment is constructed and shall not include the rights-of-way and easements necessary for such structures and line segment. Line Segment C-D is one segment of a Corn Belt 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Sac County Substation.

c. "Line Segment E-F" shall mean the 69 kV line facilities extending from the Buena Vista Substation easterly approximately 0.5 miles to a point in the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.2, attached hereto and by this reference made a part hereof. Line Segment E-F shall not include the structures upon which the line segment is constructed and shall not include the rights-of-way and easements necessary for such structures and line segment. Line Segment E-F is one segment of a Corn Belt 69 kV line extending from MidAmerican's Buena Vista Substation to Corn Belt's Storm Lake Substation.

d. "Line Segment G-H" shall mean the 69 kV line facilities extending from the Buena Vista Substation easterly approximately 0.5 miles to a point in the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.2. Line Segment G-H shall include the structures upon which the line segment is constructed and the

necessary rights-of-way and easements. Line Segment G-H is one segment of a MidAmerican 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Storm Lake North Substation.

e. "Line Segment J-K" shall mean the portion of Line Segment H-I 69 kV line facilities extending from a point in the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, southerly approximately 1.25 miles to a point in the vicinity of the western edge of Section 29, T91N, R37W, Buena Vista County, Iowa as described and schematically shown on Exhibit C.3, attached hereto and by this reference made a part hereof.

2.2 Line Segment A-B is constructed on double circuit structures with Line Segment C-D. Line Segment C-D is constructed using a minimum conductor size of 336.4 ACSR (Linnet) or equivalent and shall be capacity rated for a minimum of 74 MVA at 69 kV assuming a 100 degree Celsius maximum conductor operating temperature.

2.3 Line Segment G-H is constructed on double circuit structures with Line Segment E-F. Line Segment E-F is constructed using a minimum conductor size of 336.4 ACSR (Linnet) or equivalent and shall be capacity rated for a minimum of 74 MVA at 69 kV assuming a 100 Celsius maximum conductor operating temperature.

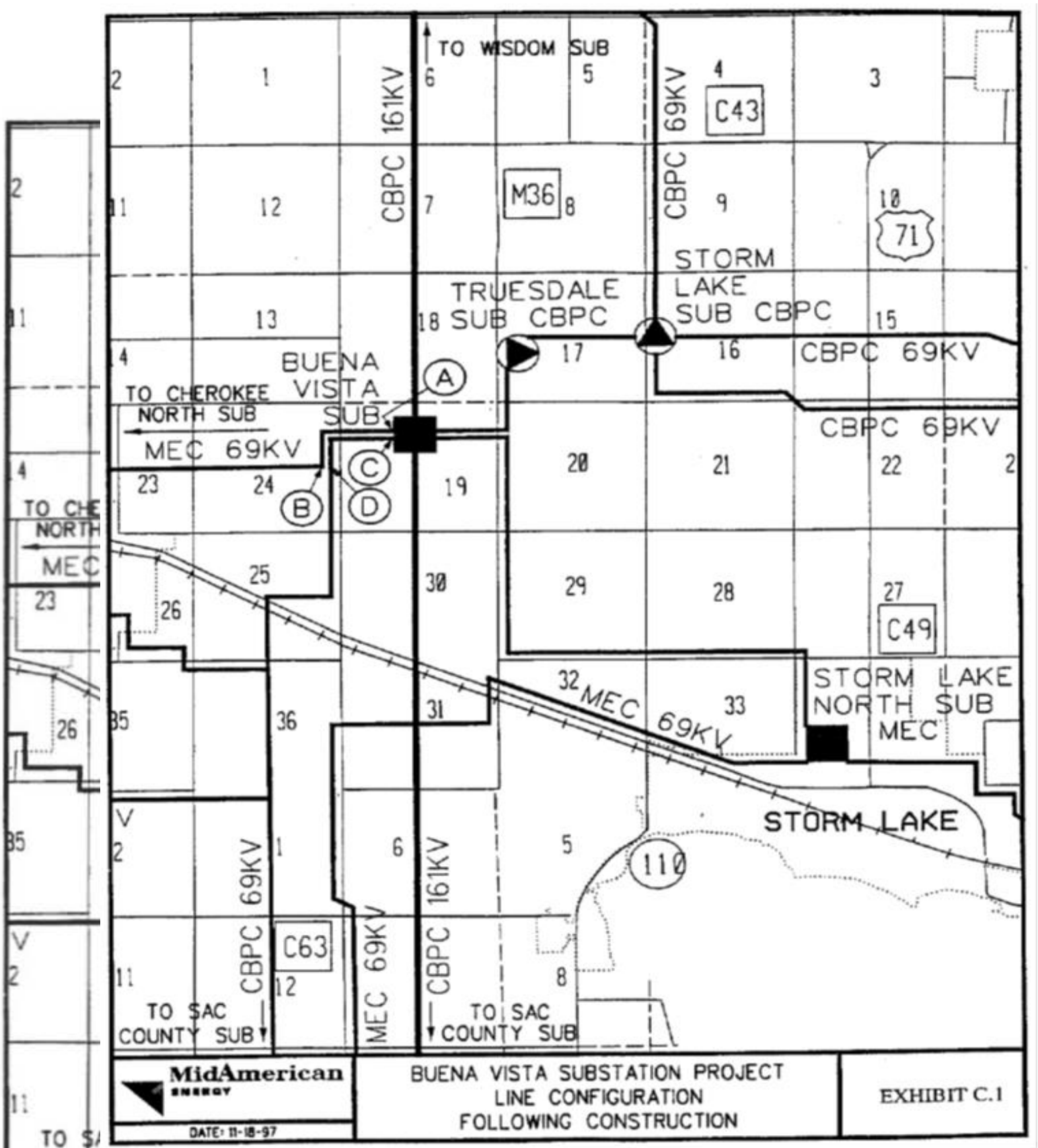
2.4 MidAmerican shall be responsible for owning, operating, and maintaining the double circuit structures for Line Segment A-B and Line Segment C-D and all costs associated therewith except as described in Section 2.5.

2.5 Corn Belt shall be responsible for owning, operating and maintaining the wire, insulators, and pole arms for its Line Segment C-D and all costs associated therewith.

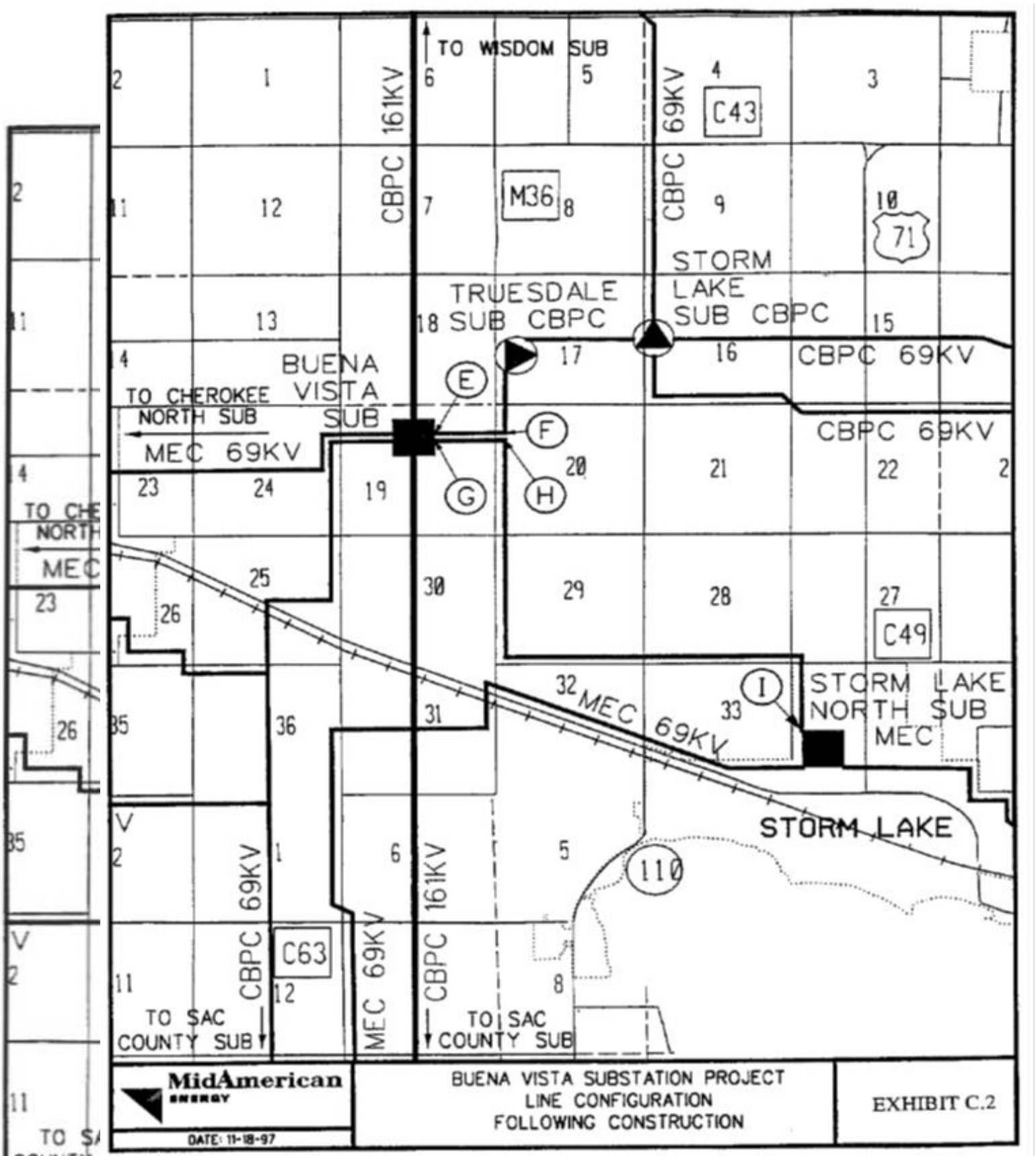
2.6 MidAmerican shall be responsible for owning, operating, and maintaining the double

circuit structures for Line Segment E-F and Line Segment G-H and all costs associated therewith except as described in Section 2.7.

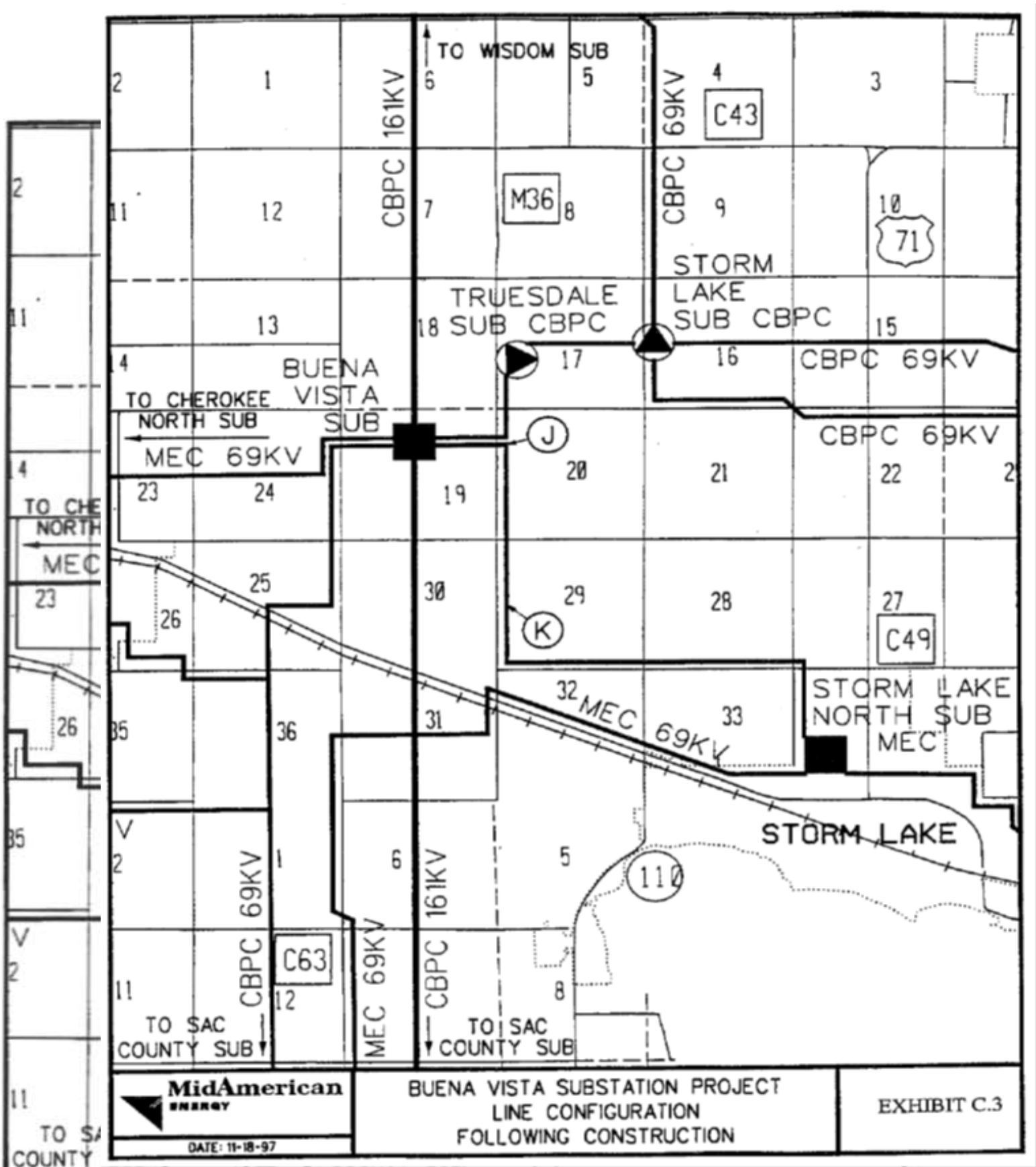
2.7 Corn Belt shall be responsible for owning, operating and maintaining the wire, insulators, and pole arms for its Line Segment E-F and all costs associated therewith.



MidAmerican ENERGY
DATE: 11-18-97
BUENA VISTA SUBSTATION PROJECT
LINE CONFIGURATION
FOLLOWING CONSTRUCTION
EXHIBIT C.1



MidAmerican ENERGY
DATE: 11-18-97
BUENA VISTA SUBSTATION PROJECT
LINE CONFIGURATION
FOLLOWING CONSTRUCTION
EXHIBIT C.2



MidAmerican ENERGY
DATE: 11-18-97
BUENA VISTA SUBSTATION PROJECT
LINE CONFIGURATION
FOLLOWING CONSTRUCTION
EXHIBIT C.3

FIRST REVISED EXHIBIT D

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

Iowa Public Service Company (IPS) predecessor by merger to MidAmerican Energy Company (MidAmerican)
and
Corn Belt Power Cooperative (Corn Belt)

This First Revised Exhibit D replaces and supersedes original Exhibit D.

RECITALS

1. To permit flow of electric energy from the Storm Lake Power Partners II wind generating facility connected at the MidAmerican Buena Vista Substation, certain facilities were constructed, including a new substation and related connecting facilities.

2. The construction of such facilities, including the new substation, resulted in new points of interconnection between MidAmerican and Corn Belt at the substation which points of interconnection are subject to the Corn Belt/MidAmerican Interconnection Agreement.

ARTICLE I – Definitions

1.1 When used in this Exhibit D, the following words and terms shall have the meanings indicated unless clearly stated otherwise:

a. "Corn Belt/MidAmerican Interconnection Agreement" shall mean the Electric Transmission Interconnection Agreement dated March 1, 1991 and entered into by Corn Belt and Iowa Public Service Company, MidAmerican's predecessor by merger.

b. "Line Segment L-M" shall mean a segment of MidAmerican's existing 69 kV line from MidAmerican's Cherokee Substation to MidAmerican's Hawkeye Substation, extending from a point along the eastern border of Section 24, T91N, R38W, Buena Vista County, Iowa southward approximately 1.25 miles to a point along the eastern border of Section 25, T91N, R38W, Buena Vista County, Iowa, as described and schematically shown on Attachment B, attached hereto and by this reference made a part hereof.

c. "Line Segment N-O" shall mean a segment of Corn Belt's existing 69 kV line extending from a point on the eastern border of Section 25, T91N, R38W, Buena Vista County, Iowa east approximately one mile to a point on the western border of Section 29, T91N, R37W, Buena Vista County, Iowa, as described and schematically shown on Attachment B, attached hereto and by this reference made a part hereof.

d. "Line Segment P-Q" shall mean a segment of MidAmerican's existing 69 kV line from MidAmerican's Little Sioux Substation to MidAmerican's Hawkeye Substation, extending from a point in the northeast corner of Section 6, T9ON, R38W, Buena Vista County, Iowa eastwardly approximately 4.5 miles to a point on the northern border of Section 1, T9ON, R38W, Buena Vista County, Iowa, as described and schematically shown on Attachment C, attached hereto and by this reference made a part hereof.

ARTICLE II – Facilities

2.1 MidAmerican caused to be designed and constructed on behalf of Corn Belt and for

ownership by Corn Belt Line Segment C-D (as defined in Exhibit C), Line Segment E-F (as defined in Exhibit C) and the 161 kV connecting facilities required to connect the Buena Vista substation to the Corn Belt 161 kV system. The ownership of these facilities has been transferred to Corn Belt. All further obligations incident to ownership, including operation, maintenance, repair and replacement of such facilities, shall be performed by Corn Belt in its discretion and subject to its legal obligations, contractual and otherwise.

2.2 MidAmerican conveyed to Corn Belt all of its rights, title and interest in and to Line Segment L-M for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.3 Corn Belt conveyed to MidAmerican all of its rights, title and interest in and to Line Segment J-K for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.4 MidAmerican conveyed to Corn Belt all of its rights, title and interest in and to Line Segment P-Q for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.5 Corn Belt, at its expense, caused to be constructed such facilities as were necessary to connect Line Segment P-Q to its 69 kV line connecting the Buena Vista Substation and Sac County Substation and for any required changes to protective relaying equipment resulting from the connection. Corn Belt, at its expense, disconnected Line Segment P-Q from MidAmerican’s 69 kV line connecting Line Segment P-Q to Hawkeye Substation and Little Sioux Substation.

2.6 MidAmerican shall have operational control of the MidAmerican Buena Vista Substation Facilities.

2.7 MidAmerican shall continue to provide Corn Belt supervisory control of the 69 kV breaker at Buena Vista Substation which connects Buena Vista Substation to Corn Belt's 69 kV line between Buena Vista and Sac County Substation. Supervisory control of this 69 kV breaker is normally configured such that Corn Belt has sole remote control of the breaker. MidAmerican shall continue to provide the ability for MidAmerican to alternate between Corn Belt remote control and MidAmerican remote control via one of the following options: (i) installation of a switch on a control panel in the Buena Vista Substation control building, (ii) installation of remote-controlled relay logic via local relays at Buena Vista or (iii) programming in the Buena Vista Substation remote terminal unit. The parties acknowledge that due to MidAmerican's operation and maintenance obligations at Buena Vista, MidAmerican operations personnel shall occasionally require sole remote control of the breaker. MidAmerican operations personnel shall coordinate with Corn Belt operations personnel when MidAmerican requires sole remote control of the breaker on such occasions. Following restoration of the system by MidAmerican to normal conditions, MidAmerican shall return sole remote control of the breaker to Corn Belt. The parties acknowledge that due to Corn Belt's operation and maintenance obligations of Corn Belt's 69 kV line between Buena Vista Substation and Sac County Substation, Corn Belt operations personnel shall occasionally require clearances of the 69 kV breaker. Corn Belt operations personnel shall coordinate with MidAmerican operations personnel to request MidAmerican to perform switching at Buena Vista when Corn Belt requires a clearance of the 69 kV breaker on such occasions. MidAmerican shall continue to provide for an alarm to be sent to Corn Belt when the remote control of the 69 kV breaker is configured such that MidAmerican has sole remote control. The

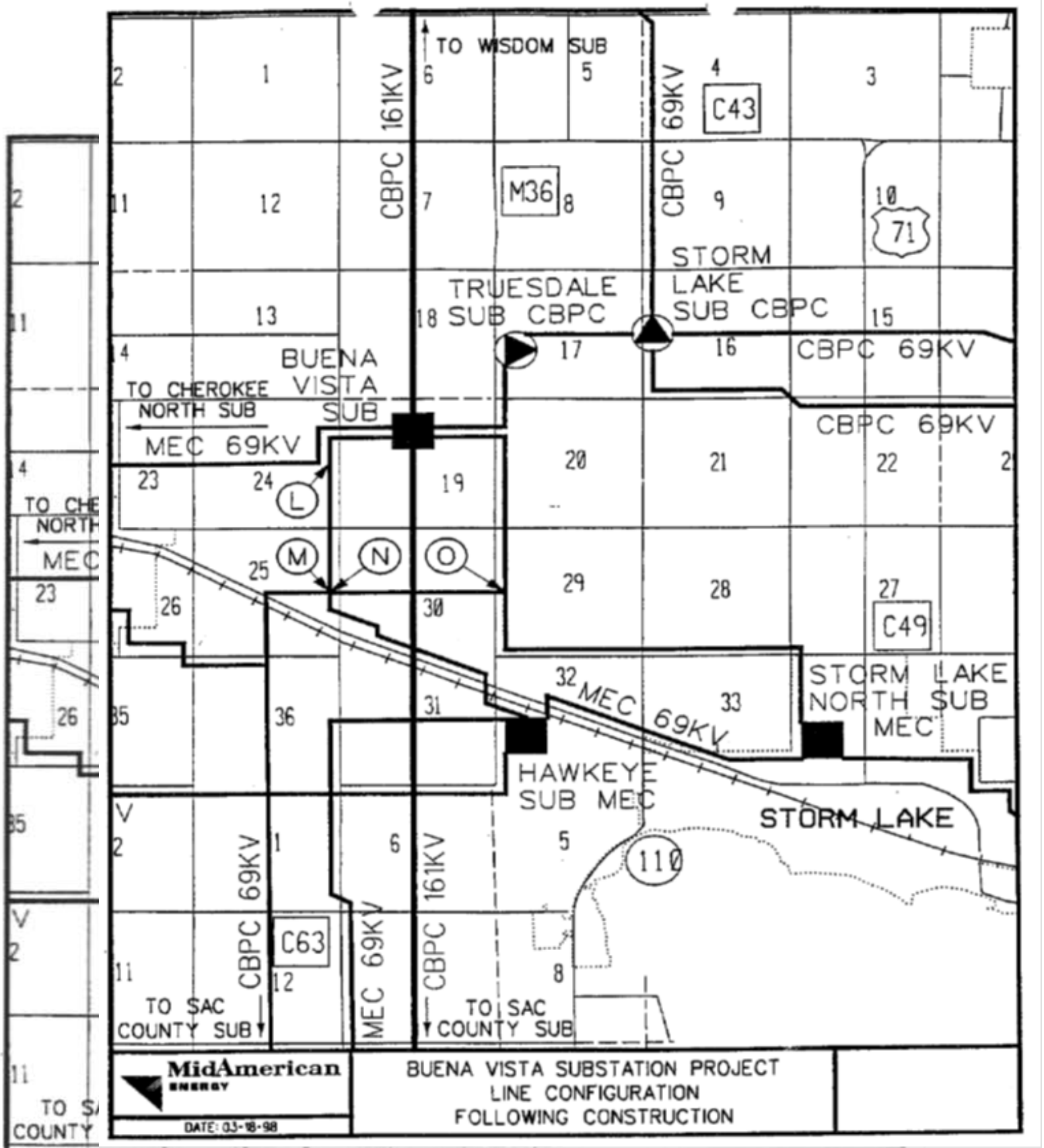
parties acknowledge that the operational control provisions of this section are unique to the particular circumstances and operating conditions associated with the Buena Vista Substation project and do not constitute general acceptance of these special operational control features at other MidAmerican/Corn Belt interconnections.

ARTICLE III – Obligations of the Parties

3.1 Each Party shall perform all such acts as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including, without limitation, (i) executing and delivering instruments and documents; (ii) promptly inspecting facilities and advising of approval and acceptance, or disapproval and non-acceptance, of such facilities, as the case may be; and (iii) giving written notices and other communications.

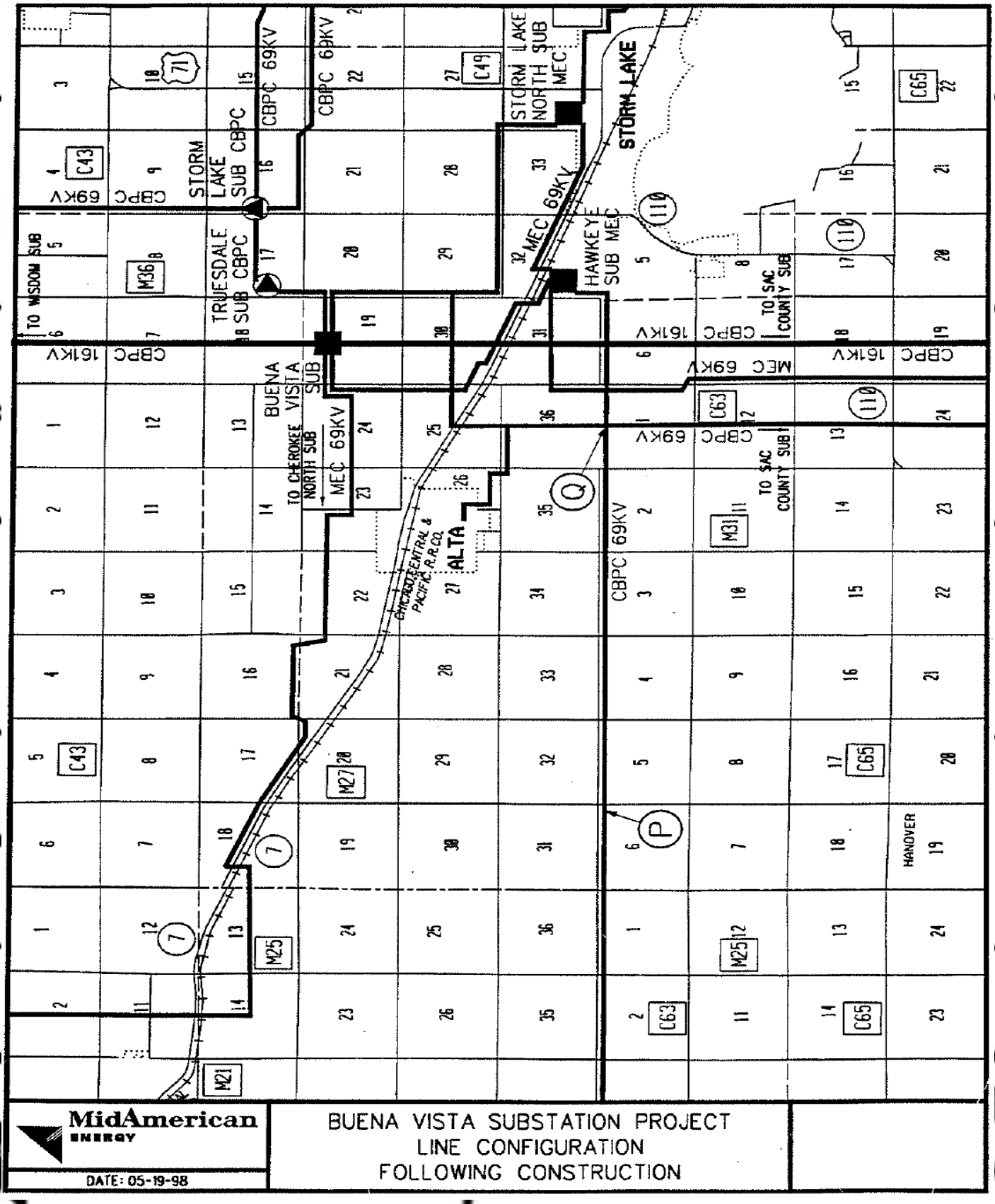
3.2 The Cooperative shall indemnify the Company against any and all direct damages resulting from its negligence or willful misconduct. The Company shall indemnify the Cooperative against any and all direct damages resulting from its negligence or willful misconduct. In no event shall either the Cooperative or the Company be liable to the other Party for any indirect, consequential, punitive, or similar damages arising from or in any way connected with this Agreement. These indemnifications exclude any indirect, consequential, punitive, or similar damages.

Attachment B



MidAmerican ENERGY
DATE: 03-18-98
BUENA VISTA SUBSTATION PROJECT
LINE CONFIGURATION
FOLLOWING CONSTRUCTION

Attachment C



MidAmerican ENERGY

DATE: 05-19-98

BUENA VISTA SUBSTATION PROJECT
LINE CONFIGURATION
FOLLOWING CONSTRUCTION

DATE: 05-19-98

FOLLOWING C

FERC rendition of the electronically filed tariff records in Docket No. ER13-01901-000
Filing Data:
CID: C001344
Filing Title: 07-08-2013 SA 2477 Corn Belt-MidAm GFA 477
Company Filing Identifier: 857
Type of Filing Code: 10
Associated Filing Identifier:
Tariff Title: Midwest ISO Agreements
Tariff ID: 13
Payment Confirmation:
Suspension Motion: N

Tariff Record Data:
Record Content Description, Tariff Record Title, Record Version Number, Option Code:
SA 2477, Corn Belt - MidAmerican GFA 477, 1.0.0, A
Record Narative Name:
Tariff Record ID: 5324
Tariff Record Collation Value: 1879216597 Tariff Record Parent Identifier: 4593
Proposed Date: 2013-07-09
Priority Order: 500
Record Change Type: CHANGE
Record Content Type: 1
Associated Filing Identifier:

SA 2477 Corn Belt – MidAmerican GFA 477 Version 1.0.0. Effective 7/9/2013

First Revised Service Agreement No. 2477

AMENDED AND RESTATED

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

BETWEEN

CORN BELT POWER COOPERATIVE

AND

MIDAMERICAN ENERGY COMPANY

AMENDED AND RESTATED

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

BETWEEN

CORN BELT POWER COOPERATIVE

AND

MIDAMERICAN ENERGY COMPANY

AMENDED AND RESTATED ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

between

MIDAMERICAN ENERGY COMPANY

and

CORN BELT POWER COOPERATIVE

This Amended and Restated Electric Transmission Interconnection Agreement, hereinafter referred to as “Agreement”, made and entered into the 1st day of March, 1991, and amended on several previous occasions (effective November 4, 1993, effective June 1, 1996, effective September 15, 1998, effective February 15, 1999, effective December 23, 2002, effective January 1, 2005, effective January 8, 2006, effective December 15, 2007, and effective August 28, 2012), and as herein amended effective June 21, 2013, by and between Corn Belt Power Cooperative, an Iowa corporation, with its principal offices in the City of Humboldt, Iowa, hereinafter called the “Cooperative”, and MidAmerican Energy Company, an Iowa Corporation and successor in interest by merger to Iowa Public Service Company, with its principal offices in the City of Des Moines, Iowa, hereinafter called the “Company”.

W I T N E S S E T H

WHEREAS, the Cooperative and the Company each independently own

and operate electric generating and transmission facilities, and as such engage in the business of providing electric energy to the general public or to electric distribution agencies, and

WHEREAS, portions of said transmission systems of the Cooperative and Company are in the same general vicinity, with some elements directly interconnected, and

WHEREAS, the Cooperative and the Company intend to continue present transmission interconnections and contemplate additional points of interconnection in the future, and

WHEREAS, both Parties desire to obtain maximum benefit of economy and continuity of service, and

WHEREAS, both Parties recognize additional mutual benefits by further coordination of operation and planning of their respective transmission systems.

WHEREAS, Midcontinent Independent System Operator, Inc. (“MISO”) is the Transmission Provider for MidAmerican and this agreement has been designated as a Grandfathered Agreement (“GFA”) under the MISO Federal Energy Regulatory Commission (“FERC”) Electric Tariff, Fourth Revised Volume No. 1 (“Tariff”) at Substitute Original Sheet No. 2890C (listing MidAmerican Contract No. 480 in Attachment P of the Tariff), and

WHEREAS, this agreement addresses both interconnection and transmission and is being amended to reflect non-substantial changes that do not alter transmission service and do not alter the status of this agreement as a GFA under the MISO Tariff and MISO is only

executing the agreement for the limited purpose of monitoring interconnection to the MISO Transmission System, and

WHEREAS, the Parties acknowledge that MISO is not a party to the agreement, and the Parties and MISO agree that the amendment to add MISO as a signatory is not altering the underlying transmission service provided by this agreement as a GFA;

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Parties hereto agree as follows:

ARTICLE I - OBJECTIVES AND PURPOSES

Section 1. The objective of this Agreement is to provide the means for improving the reliability and economics of electric service to the customers of both Parties consistent with reasonable utilization of natural resources and effect on the environment. In order to accomplish this objective, the Parties shall endeavor to coordinate planning and operation of transmission facilities. However, each Party has the responsibility to provide facilities to satisfy its electric service requirements.

Section 2. The Parties shall act in good faith in the coordination of planning and operation of their respective systems, to the end that savings should be realized for both Parties through reduction in costs.

ARTICLE II – DEFINITIONS

Section 1. Facility Charge – the charges made by one Party to the other for costs attached to the ownership of property including fixed costs and any associated operating and maintenance expenses. Any

Facility Charge being made will be detailed in Exhibit B.

Section 2. Good Utility Practices - any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the term of this Agreement, or any of the practices, methods, and 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 results at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practices shall not be limited to the optimum practice, method or act to the exclusion of all others, but rather shall mean the acceptable practices, methods, or acts generally accepted in the region which encompasses the Mid-Continent Area Power Pool or successor organization or reliability region, including those practices required by Federal power Act Section 215(a)(4).

ARTICLE III - COORDINATING COMMITTEE

Section 1. Each Party will appoint one (1) representative and an alternate to act for it in matters pertaining to the interconnected operation and planning of their respective electric systems and for the deliveries of power and energy herein provided, said representatives being referred to collectively as the Coordinating Committee. Both Parties will evidence such appointments by written notice to the other Party, and by similar notice either Party may at any time change its representative on the Coordinating Committee and also designate an alternate representative to act in the absence of a designated representative.

Section 2. The Coordinating Committee shall meet annually and

otherwise as necessary.

The principal responsibilities of the Committee shall include:

(1) Establishment of sub—committees to carry out the provisions of this Agreement.

(2) Development of guidelines for carrying out the specifics of this Agreement.

(3) Adjustment or settlement of any disputed billing rendered under this Agreement.

(4) A periodic review of all functions of this Agreement.

(5) Coordination of planning for transmission for the respective Parties.

(6) Establish meter reading practices.

(7) Coordinate communication facilities.

(8) Coordinate transmission operating practices.

(9) Performance of such other duties as may be required for the proper functioning of operations, billing and accounting under this Agreement.

Section 3. The representatives constituting the Coordinating Committee shall be of equal authority, and all decisions made and directions given must be unanimous. The Coordinating Committee shall have no authority to alter, amend, change, modify, add to or subtract from any provision of this Agreement nor to bind or to take any action which would bind the Parties on any issues other than those arising from the authority specifically given to the Coordinating Committee

under this Agreement. The Coordinating Committee may change previously established operating procedures and standard practices from time to time to meet changing conditions. If the Coordinating Committee is unable to agree on any matters within its jurisdiction, such matters shall be resolved by the mutual agreement of the Presidents of each of the Parties or their designated representatives. Should the Presidents or their representatives fail to reach an agreement then the matter shall be resolved by arbitration. Such arbitration shall be conducted before a board of three arbitrators selected by the American Arbitration Association and the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, subject to the further qualification that the arbitrators named under said rules shall be competent by virtue of education and experience in the particular matter subject to arbitration.

Section 4. Written minutes shall be kept for all meetings of the Coordinating Committee, and decisions or agreements made by the Coordinating Committee shall be reduced to writing.

ARTICLE IV - TRANSMISSION INTERCONNECTIONS & OPERATING PRACTICES

Section 1. Points of interconnection are listed in Exhibit A of this Agreement. Exhibit B also includes a list of principal facilities at each interconnection point. These Exhibits shall be modified from time to time as may be required as interconnection points are added or facilities change.

Section 2. Whenever possible, facilities shall be provided by both Parties on an equitable basis so that Facility Charges for both Parties may be offset. On any interconnection points where Facility

Charges are necessary, the charges will be based on the cost of providing that facility and shall be assumed to be on a temporary basis until such time when other facilities are added and Facility Charges renegotiated. Facility Charges for interconnection points and associated communication facilities shall be on a cost of facility basis and will be shown in Exhibit B. This Exhibit shall be modified from time to time as may be required as interconnection points are added or facilities change.

Section 3. Exhibits C and D, attached hereto and by this reference made a part hereof, further describe the ownership, rights and obligations of the Parties with respect to certain facilities connected at MidAmerican's Buena Vista Substation.

Section 4. Arrangements for energy losses and wheeling fees will be in accordance with each Party's transmission tariff.

Section 5. The systems of the Parties shall be maintained and operated to minimize, in accordance with Good Utility Practices, the likelihood of a disturbance originating in the system of one Party causing impairment to the service of the system of the other Party or of any other system interconnected therewith. Should either Party fail to fulfill its obligation in this Section, such matter shall be directed to the Coordinating Committee in accordance with ARTICLE III, of this Agreement.

Section 6. Each Party shall normally provide the vars required by its own system load. Each Party shall cooperate with the other in such exchange of vars as may be effected for the benefit of each system and such exchanges are to be made only by mutual agreement.

ARTICLE V - METERING

Section 1. Each Party hereto shall install, own, test, operate and maintain all watthour meters, demand meters, energy recorders, telemeters, current and potential transformers and associated equipment required for billing metering and system control at the several points of interconnection as listed in Exhibit A.

Metering to be furnished shall be the type currently acceptable as prescribed by the regulatory authorities having jurisdiction and in keeping with sound technology in practice at the time. Such metering shall be of mutual acceptance to both Parties.

Section 2. Metering equipment shall be tested by the owner annually and its accuracy of registration maintained in accordance with good practice. On request of either Party, a special test may be made at the expense of the Party requesting such special test. Representatives of both Parties shall be afforded opportunity to be present at all routine or special tests.

If, as a result of any test, any meter shall be found to be registering more than two percent above or below 100% of accuracy, the registration of such meter shall be corrected for a period equal to one-half of the elapsed time since the last prior test, according to the percentage of inaccuracy so found, except that if the meter shall have become defective or inaccurate at a reasonably ascertainable time since the last prior test and adjustment of such meter, the correction shall extend back to such time. Should metering equipment at any time fail to register, the electricity delivered shall be determined from check meters, if installed, or otherwise shall be determined from the best available data.

Section 3. Each Party shall read the meters it owns and are installed on its property and furnish such readings to the other Party as required for operations, billing and records as agreed to by the Coordinating Committee.

ARTICLE VI - PLANNING

Section 1. A major area of potential savings in joint system operations is through coordinated planning. This planning not only involves coordination between the Parties to this Agreement but consideration of the joint system with plans of others in the area. However, in no event shall any provision of this Agreement be interpreted as imposing an obligation on either Party to build additional transmission facilities.

Section 2. The Parties shall give consideration to system reliability, system economy, the size and anticipated rate of growth of each Party’s load, and requirements on a joint system basis for serving their respective loads.

Section 3. The Parties shall coordinate their plans for serving their respective loads.

Section 4. The Parties shall annually update their plans to serve their respective loads within the Parties’ interconnected region.

ARTICLE VII - CHARGES AND ACCOUNTING

Section 1. The various specific services to be rendered in furtherance of the purposes of this Agreement will vary during the term thereof, and the provisions, arrangements, and charges applicable to such facilities must necessarily depend upon the conditions from time

to time existing.

Section 2. Interconnection kilowatt hour accounting shall be determined for each hour on a calendar month basis. Meters shall be read on, or reasonably close to, the last day of each month and then adjusted as necessary to calculate a reading at the end of the calendar month, which will cover the period from the last day of the preceding month. The Parties shall determine the amounts of power and energy delivered by each Party to the other according to meter readings, dispatching records and other available data.

ARTICLE VIII - ELECTRICAL SYSTEM AGREEMENTS

Section 1. Each Party will maintain interconnection agreements to cover its interconnections with other electrical systems. The planning and operation of these interconnections will be coordinated on a joint system basis to the degree that both systems may be impacted.

ARTICLE IX - TERM OF AGREEMENT

Section 1. This Agreement can be cancelled by either Party, on any anniversary date commencing with October 31, 2000, giving not less than four (4) years written notice of such cancellation prior to the effective date of termination.

ARTICLE X — INDEMNIFICATION

Section 1. The Cooperative shall indemnify the Company against any and all direct damages resulting from the Cooperative’s equipment or the energy on the Cooperative’s side of the interconnections. The Company shall indemnify the Cooperative against any and all direct damages resulting from the Company’s equipment or the energy on the

Company's side of the interconnections. In no event shall either the Cooperative or the Company be liable to the other Party for any indirect, consequential, punitive, or similar damages arising from or in any way connected with this Agreement. These indemnifications exclude any indirect, consequential, punitive, or similar damages.

ARTICLE XI - UNCONTROLLABLE FORCES

Section 1. Neither Party shall be considered to be in default in respect of any obligation hereunder if prevented in whole or in part, from fulfilling such obligation by reason of uncontrollable forces, which shall include storm, flood, lightning, earthquake, fire, explosion, failure of facilities or components thereof, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, regulatory decisions, or other causes beyond the usual control of the Party affected. Either Party unable to fulfill any obligation by reason of uncontrollable forces will exercise due diligence to remove such disability with reasonable dispatch, except that any labor disturbance may be settled at the discretion of the Party directly affected thereby.

ARTICLE XII - MISCELLANEOUS

Section 1. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 2. The Company and the Cooperative recognize that future circumstances may differ from present or presently contemplated circumstances. It is the intention of both Parties and this contract that any such future circumstances shall be resolved on the basis of the good faith intent of the Parties to work together.

Section 3. This Agreement shall be subject to approval by (a) regulatory authorities having jurisdiction and (b) the Administrator of the Rural Utilities Service.

Section 4. With respect to the subject matter herein, this Agreement supersedes any and all proposals and/or understandings, oral and in writing, between the Parties hereto and constitutes their sole and only agreement.

Section 5. Effect of MISO Signature. The Parties acknowledge and understand that the signature of the authorized officer of MISO on this Agreement is for the limited purpose of acknowledging that the representative of MISO has read the terms of this Agreement. The Parties and MISO further state that they understand that FERC desires that the Parties keep MISO fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the officer of MISO shall not in any way be deemed to imply that MISO is taking responsibility for the actions of either Party, that MISO has any affirmative duties under this Agreement or that MISO is liable in any way under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Interconnection and Operating Agreement on this day and year first written above.

CORN BELT POWER COOPERATIVE

By: */s/ Kenneth H. Kuyper*

Name: Kenneth H. Kuyper

Title: Kenneth H. Kuyper

Date: 6/19/2013

MIDAMERICAN ENERGY COMPANY

By: */s/ Jeffery J. Gust*

Name: Jeffery J. Gust

Title: Vice President, Compliance and Standards

Date: 6/12/2013

The signature below of the authorized officer of MISO is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

By: */s/ William C. Philips*

Name: William C. Philips

Title: Vice President, Reliability & Security Relations

Date: 6/21/2013

TENTH REVISED EXHIBIT A

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

MidAmerican Energy Company (MEC)
and
Corn Belt Power Cooperative (CBPC)

POINTS OF INTERCONNECTION

This Ninth Revised Exhibit A replaces and supersedes Eighth Revised Exhibit A.

Location	Point of Interconnection
1. Plainfield	69 kV line of MEC to 69 kV bus of CBPC Plainfield Substation
2. Emmetsburg South	69 kV line of CBPC to 69 kV line of MEC. Located in east half of Section 14, T96N, R33W, Palo Alta County, Iowa
3. Freedom	69 kV line of CBPC to 69 kV line of MEC near center of Section 6, T95N, R32W, Palo Alto County, Iowa
4. Emmetsburg East	69 kV line of CBPC to 69 kV line of MEC in the N.E. corner of Section 4, T95N, R32W, Palo Alto County, Iowa
5. Hampton	69 kV line of MEC to 69 kV bus of CBPC Hampton Substation
6. Spencer 1	69 kV line of MEC to 69 kV bus of CBPC Wisdom Substation
7. Spencer 2	161 kV line of MEC to 161 kV bus of CBPC Wisdom Substation
8. Sac County 1	161 kV line of CBPC to 161 kV bus of MEC Sac

	County Substation
9. Charles City 1 Floyd	69 kV line of CBPC to 69 kV bus of MEC Substation
10. Charles City 2 Floyd	69 kV line of CBPC to 69 kV bus of MEC Substation
11. Charles City 3	161 kV line of CBPC to 161 kV bus of MEC Floyd Substation
12. Waterloo	161 kV line of CBPC line to 161 kV bus of MEC Black Hawk Substation
13. Washburn MEC	161 kV line of CBPC to 161 kV bus of Washburn Substation
14. Wright County	69 kV line of CBPC to 69 kV bus of MEC Wright Substation
15. Humboldt Hope	69kV line of MEC to 69 kV bus of CBPC Substation
16. Sheffield in Cerro	69 kV line of MEC to 69 kV line of CBPC S.E. quarter of Section 36, T94N, R21W, Gordo County, Iowa
17. LuVerne 1 MEC R28W,	CBPC 69 kV line to MIEC 69 kV line from Substation in N.W. quarter of Section 15, T93N, Humboldt County, Iowa
18. Sac City 1 near	69 kV line of MIEC to 69 kV line of CBPC the CBPC Sac City Substation
19. Sac City2 in the	69 kV line of MEC to 69 kV line of CBPC vicinity of Section 10, R36W, T87N, Sac County, Iowa
20. Sherwood 1 of	69 kV Pomeroy line of MEC to 69 kV bus

	CBPC Sherwood Substation
21. Sherwood 2	69 kV Carroll line of MEC to 69 kV bus of CBPC Sherwood Substation
22. Sac County 2	69 kV Buena Vista line of CBPC to 69 kV bus of MEC Sac County Substation
23. Sac County 3	69 kV Sherwood line of CBPC to 69 kV bus of MEC Sac County Substation

24. Odebolt Substation	MEC 69 kV line from MEC Odebolt
Sac	to N.E. Corner of Section 33, T87N, R37W,
CBPC to	County; CBPC 69 kV line from same to
	Lake View Substation
25. Ackley line at	CBPC 69 kV line to MEC 69 kV Ackley
Chicago	and near the west right-of-way of the N.W. Railroad Company
26. Rockford	CBPC Tap North of Rockford Substation to MEC 69 kV line from the town of Rockford
27. Bode 69kV Substation	MEC 69 kV line from CBPC Bode
28. Ruthven Osgood/Dickens line	MEC Ruthven line to CBPC
T96N	near the west side of Section 17, R34W,
29. Gilmore City 1 kV	12.47 kV line of Iowa Lakes REC to 12.47
	line of MEC located approximately one mile northwest of the MEC Gilmore City
Substation	along the northern side of the northwest
quarter	of Section 26, T92N, R31W, Pocahontas
County,	Iowa.
30. Gilmore City 2	Manual, 2 way 69 kV disconnect switch by CBPC at the crossover point of MEC and
CBPC	lines near Gilmore City
31. LuVerne2 S.W.	69 kV line CBPC to 69 kV of MEC near the
Humboldt	corner of Section 7, T93N, R27W of
	County
32. Miles Nelsen	69 kV Storm Lake line by MEC to CBPC 69

	kV	line from CBPC Miles Nelsen Substation
33.	Lake Cornelia	69 kV line by CBPC from CBPC Lake Cornelia Substation to MEC 69 kV line near Clarion.
34.	Charles City 12.47	7200 volt line of Butler County REC to a kV line of MEC near the center of Section 2, T95N, R16W, Floyd County
35.	Aplington line and	12.47 kV line of Butler REC to a 12.47 kV line of MEC at the southeast corner of Parrott 11th Street in the City of Aplington, Iowa

36.	Kesley near in	12.47 kV line of CBPC to 12.47 kV of MEC the S.W. Corner of Section 5, T9ON, R17W Butler County
37.	Lake City the Calhoun	69 kV line of MEC to 69 kV of CBPC near center of Section 14, T86N, R34W in County
38.	Franklin MEC	161 kV line of CBPC to 161 kV bus of Franklin Substation
39.	Lake View near T87N, Sac	69 kV line of MEC to 69 kV line of CBPC the N.W. corner of Section 10, R36W, County
40.	Dumont N.W. Butler	69 kV line of MEC to 69 kV of CBPC at the corner of Section 22, T91N, R18W, in County
41.	Buena Vista l	CBPC 161 kV line from MEC Buena Vista Substation to CBPC Wisdom Substation
42.	Buena Vista 2	CBPC 161 kV from MEC Buena Vista Substation to MEC Sac County Substation
43.	Buena Vista 3 Substation	CBPC 69 kV from MEC Buena Vista to CBPC Storm Lake Substation
44.	Buena Vista 4 Substation	CBPC 69 kV from MEC Buena Vista to MEC Sac County Substation
45.	Drager 1 Substation	MEC 161 kV line from CBPC Drager to MEC Carroll County Substation
46.	Drager 2	MEC 161 kV line from CBPC Drager

	Substation	to Alliant West Grand Jct. Substation
47.	Toyne 1 Substation	MEC 69 kV line from CBPC Toyne to MEC Carroll South Substation
48.	Toyne 2 Substation	MEC 69 kV line from CBPC Toyne to MEC Audubon North Substation
49.	Wall Lake 1	CBPC 69 kV line from CBPC Blairsburg Substation to MEC Wall Lake Substation
50.	Wall Lake 2	CBPC 69 kV line from CBPC Willemssen Substation to MEC Wall Lake Substation
51.	Schroeder	CBPC 69 kV line from CBPC Schroeder Substation to MEC 69 kV line tap for Wall Lake Substation near N.E. Corner of Section 12, T86N, R37W in Sac County.
52.	Robert Weaklend	CBPC 69 kV line from CBPC Robert Weaklend Substation to MEC 69 kV line tap for Westside Substation near N.W. Corner of Section 23, T84N, R35W in Carroll County
53.	Alta Municipal	CBPC 69 kV line from Alta Municipal Substation to MEC 69 kV line near the N.E. Corner of the S.W. ¼ of Section 23, T91N, R38W in Buena Vista County.

TENTH REVISED EXHIBIT B

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

MidAmerican Energy Company (MEC)
and
Corn Belt Power Cooperative (CBPC)

PRINCIPAL FACILITIES AND APPLICABLE FACILITY CHARGES

This Ninth Revised Exhibit B replaces and supersedes Eighth Revised Exhibit B.

1. PLAINFIELD

CBPC

In Plainfield Substation:
Tap,

R14W,
1. 69 kV OCB

in the
2. Disconnect switches
R14W, T92N,

3. Protective relays

4. Metering equipment

5. Telemetry equipment

6. Communication channel for telemetry

MEC

1. 69 kV line from the MEC Plainfield

located in the center of Section 1,

T92N, Bremer County, Iowa, to the CBPC Plainfield Substation located

northeast quarter of Section 5,

Bremer County, Iowa

2. EMMETSBURG SOUTH

CBPC

1. 69 kV line from Osgood Substation to point of interconnection

MEC

1. 69 kV line from Emmetsburg South Substation to point of interconnection

In Emmetsburg South Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Communication channel for telemetry

3. FREEDOM

CBPC

1. 69 kV line from Ayrshire Substation to to point point of interconnection

2. Two 69 kV air break switches at interconnection

3. Lattice tower at point of interconnection

MEC

1. 69 kV line from Freedom Substation interconnection

2. One 69 kV air break switch (SW 7683)

In Freedom Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment

6. Communications channel for telemetry

4. EMMETSBURG EAST

CBPC

1. 69 kV line from Whittemore Junction to point
   Switching Station to point of interconnection

interconnection
2. 2 manual switches at point of interconnection

MEC

1. 69 kV line from Emmetsburg East

   of interconnection
2. Steel structure at point of

In Emmetsburg East Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Fiber Optic Cable for relaying and telemetry

5. HAMPTON

CBPC

In Hampton Substation (Reeve):

1. Disconnect switches
2. 69 kV line OCB
3. Protective relays
4. Metering equipment
5. Telemetry equipment
6. Communication channel for telemetry

MEC

1. 69 kV line

6. SPENCER 1

CBPC	MEC
In Wisdom Substation:	1. 69 kV line
1. Disconnect switches	
2. 69kV OCB	
3. Protective relays	
4. Metering equipment	
5. Telemetry equipment	
6. Communication channel for telemetry	

7. SPENCER 2

Wisdom - Triboji 161 kV line
(Lakefield)

CBPC	MEC
1. Insulators and 200’ span into the down Wisdom Substation North	1. 3-pole wood dead end structure, guys and Insulators and line to the

8. SAC COUNTY 1

CBPC

1. 161 kV line

telemetry

MEC

In Sac County Substation:

1. Disconnect switches
2. 161 kV OCB
3. Protective relays
4. Metering equipment with Mag Tape
5. Telemetry equipment*
6. Communication channel for

*These items are shared with Sac County 2 and Sac County 3 interconnections.

9. CHARLES CITY 1

CBPC

1. 69 kV line to Parkersburg
2. Communication channel for telemetry*

MEC

In Floyd Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment*
5. Telemetry equipment*

*These items are shared with Charles City 2 interconnection

10. CHARLES CITY 2

CBPC

1. 69 kV line to Plainfield
2. Communication channel for telemetry*

MEC

In Floyd Substation:

1. Disconnect switches
2. 69 kV circuit breaker
3. Protective relays
4. Metering equipment*
5. Telemetry equipment*

*These items are shared with Charles City 1 interconnection

11. CHARLES CITY 3

CBPC

1. 161 kV line

MEC

In Floyd Substation:

1. Disconnect switches
2. 161 kV circuit breaker
3. Protective relays

12. WATERLOO

CBPC

1. 161 kV line

MEC

In Black Hawk Substation:

1. Disconnect switches
2. 161 kV circuit breaker
3. Protective relays

13. WASHBURN

CBPC	MEC
1. 161 kV line	In Washburn Substation: 1. Disconnect switches 2. 161 kV circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment

Note: IES Utilities, Inc. pays MEC carrying charges for the substation equipment and furnishes the communications channel for the telemetry.

14. WRIGHT COUNTY

CBPC	MEC
1. 69 kV line (constructed and owned by Webster City) 2. Communication channel for telemetry	In Wright Substation: 1. Disconnect switches 2. 69 kV circuit breaker. 3. Protective relays 4. Metering equipment 5. Telemetry equipment

15. HUMBOLDT

CBPC	MEC
In Hope Substation: 1. Disconnect switches 2. 69 kV circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment	1. 69 kV line

6. Communication channel for telemetry

16. SHEFFIELD

CBPC	MEC
1. 3 air break switches in 69 kV line	1. 69 kV line 2. Metering equipment 3. Telemetry equipment 4. Communication channel for telemetry

17. LU VERNE 1

CBPC	MEC
1. 3 radio controlled switches at the Lu Verne Tap	1. 69 kV line to (2.) 2. New Substation

Note: CBPC reimbursed by MEC for the cost of the air break switches and their installation. CBPC reimbursed for one-third of the cost of radio-controlled operators by MEC.

18. SAC CITY 1

CBPC	MEC
1. 69 kV line to CBPC Sherwood	1. 69 kV line
2. One 69 kV air breaker switch*	2. 69 kV circuit breaker
3. Communication channel for telemetry*	3. Disconnect switches
	4. Protective relays
	5. Metering equipment, with mag tape*
	6. Telemetry equipment*

*These items are shared with Sac City 2 interconnection

19. SAC CITY 2

CBPC	MEC
1. 69 kV line to CBPC Odebolt	1. 69 kV line
2. Three motorized 69 kV air break switches* and pole	2. 69 kV circuit breaker
3. Communication channel for telemetry*	3. Disconnect switches
	4. Protective relays
	5. Metering equipment with mag tape*
	6. Telemetry equipment

*These items are shared with Sac City 1 interconnection

20. SHERWOOD 1

CBPC	MEC
1. 69 kV circuit breaker	1. 69 kV line to Pomeroy
2. Disconnect switches	
3. Protective relays	
4. Metering Equipment*	

*Item shared with Sherwood 2 interconnection

Note: Metering is not telemetered to MEC. CBPC includes the metering into the CBPC-MEC net values, which are sent to MEC from the CBPC control center.

21. SHERWOOD 2

CBPC	MEC
1. 69 kV circuit breaker	1. 69 kV line to Carroll
2. Disconnect switches	
3. Protective relays	
4. Metering equipment*	

*Item is shared with Sherwood 1 interconnection

Note: Metering is not telemetered to MEC. CBPC includes the metering into the CBPC-MEC net values, which are sent to MEC from the CBPC control center.

22. SAC COUNTY 2

CBPC	MEC
1. 69 kV line	1. 69 kV circuit breaker
	2. Disconnect switches
	3. Protective relays
	4. Metering equipment with mag tape
	5. Telemetry equipment*
	6. Telemetry communication channel*

*These items are shared with Sac County 1 & 3 interconnections

23. SAC COUNTY 3

CBPC	MEC
1. 69 kV line	1. 69 kV circuit breaker 2.Disconnect switches 3.Protective relays 4.Metering equipment, with mag tape 5.Telemetry equipment* 6.Telemetry communications channel*

*These items are shared with Sac County 1 & 2 interconnections

24. ODEBOLT

CBPC	MEC
1. 69 kV line to new Lake View Substation Substation 2. Metering equipment	1. 69 kV line from Odebolt

Note: Carrying charges on the facilities are presently offset against the charges on the CBPC Ruthven facilities.

25. ACKLEY

CBPC	MEC
1. 1.	2 radio controlled switches and one 10 MVA 69 kV to 34.5 transformer manual switch at Ackley 69 kV tap 2. 69 kV line 3. 2.4 kV metering point line at

Ackley

Note: CBPC reimbursed by MEC for the purchase and installation of the 2 radio-controlled switches.

26. ROCKFORD

CBPC	MEC
1. 2 radio controlled switches Rockford	1. 69 kV line from tap into
2. 69 kV air break switch	2. 1 air break switch
Rockford	3. 2.4 kV metering point in

Note: CBPC reimbursed by MEC for the purchase and installation costs of the two radio controlled switches.

27. BODE

CBPC	MEC
1. 12.5 kV, 2500 kVA Substation	1. 69 kV transmission line, along in the north line of Section
29, T93N,	R29W of Humboldt County
2. Pole for 69 kV disconnect switch	2. 2-way 69 kV disconnect switch
3. 12.5 kV metering point at (1.)	

28. RUTHVEN

CBPC	MEC
1. 69 kV line Osgood-Dickens (2.)	1. 69 kV line from Ruthven Tap to
	2. New Ruthven 69/12.5 kV
Substation	3.69 kV air break switch at (2.)

4.1.5 kV metering point at (2.)

Carrying charges on CBPC facilities are presently offset against MEC Odebolt facilities. CBPC reimbursed by MEC for the purchase and installation costs of the air-break switches.

29. GILMORE CITY 1

CBPC	MEC
1. 12.47 kV line from Iowa Lakes REC Gilmore	1. 12.47 kV line from MEC City Substation
2. 12.47 kV sectionalizing switch on Iowa Lakes REC structure	2.12.47 kV sectionalizing switch on MEC structure
bidirectional	3. 12.47 kV three-phase metering

Notes: 1) This interconnection is operated normally open. The Iowa Lakes REC sectionalizing switch shall be operated normally closed. The MEC sectionalizing switch shall be operated normally open.

2) Communication will be made between MEC, CBPC and Iowa Lakes REC before the emergency tie is operated.

3) This interconnection shall be limited to 1000 kW unless authorization to exceed that limit is granted by MEC, CBPC, and Iowa lakes REC.

4) Meter readings shall be taken before and after use of the emergency tie.

30. GILMORE CITY 2

CBPC	MEC
1. 2-way 69 kV disconnect switch, one in the CBPC line to the south and one in the MEC line to the east	1. 69 kV metering installation in the the MEC east line

31. LUVERNE 2

CBPC	MEC
1. 69 kV line from the MEC LuVerne Substation to the Goldfield Substation substations	1. 12.47 kV metering and 2.4 kV metering in CBPC existing
2. Radio controlled operators for MEC Substation owned switches in item 2. (Note 1)	2. 2-way switch at LuVerne (Note 3)
3. 69 kV line from Goldfield Substation to the CBPC Boone Valley Tap	
4. 2-way radio controlled switches at the CBPC Boone Valley Tap (Note 2)	

Notes: 1) MEC paid CBPC for the full cost of this installation including future maintenance.

2) CBPC reimbursed by MEC for one-third of the cost of this installation.

3) Switch installed by MEC. CBPC reimbursed MEC for installation and materials less the cost of the motor operators.

32. MILES NELSEN

CBPC	MEC
1. 69 kV line from CBPC's Miles North to Nelsen Tap to CBPC's Storm Substation Lake Switching Station	1. 69 kV line from Storm Lake the CBPC Miles Nelsen
	2. Storm Lake East Substation
Lake East	3. 69 kV metering at Storm Substation

33. LAKE CORNELIA

CBPC	MEC
1. 69 kV line from CBPC's Lake Cornelia Substation to the MEC line at Section 32, T92N, R24 of Wright County	1. 3 line sectionalizing switches
2. 69-12.5 kV Substation	
3. 12.47 kV metering at Cornelia Substation	

Note: CBPC reimbursed MEC for all costs required for changes because of the interconnection

34. CHARLES CITY

CBPC	MEC
1. Underground circuit	1. Disconnect switches
2. Fusing	
3. Metering	

Note: MEC reimbursed by CBPC for the purchase and installation costs of disconnect switch.

35. APPLINGTON

CBPC	MEC
1. 12.47 kV line from Butler REC Butler bidirectional	1. 12.47 kV line from MEC's Substation 2. Sectionalizing Switch 3. 12.47 kV three-phase, metering

Note: 1. Communication will be made between MEC, CBPC and Butler REC before the emergency tie is operated.

2. Meter readings will be taken before and after use of the emergency tie. The energy used will be adjusted by CBPC and MEC at the end of the month on an energy exchange basis.

36. KESLEY

CBPC/Butler REC	MEC
1. 12.47 kV line from Kesley Substation to tap 2. 12.47 kV metering point in Kesley Substation	1. 1 airbreak switch

Note: MEC reimbursed by CBPC for the purchase and installation costs of the air break switch.

37. LAKE CITY

CBPC	MEC
1. 3 air break switches (1 manual operation, in 2-motor operated and radio-controlled)	1. 69 kV line from tap to substation Lake City 2. 69-12.5 kV Substation 3. 12.5 kV metering point in Lake City

Note: CBPC reimbursed by MEC for the purchase and installation costs of the three air break switches and controls.

38. FRANKLIN SUBSTATION

CBPC	MEC
1. l6l kV line	In Franklin Substation: 1. Disconnect switches 2. 161 kV OCB 3. Protective relays 4. Metering equipment

39. LAKE VIEW

CBPC	MEC
1. 3 air break switches (1 manual operation, 2 motor-operated and radio-controlled)	1. 69 kV line to the MEC lake View Substation 2. 69-12.5 kV Substation 3. 12.5 kV metering point in Lake View

Note: CBPC reimbursed by MEC for the purchase and installation costs of the three air break switches and controls.

40. DUMONT

CBPC	MEC
1. 3 air break switches (motor operated and radio-controlled) Dumont	1. 69 kV line from tap to Dumont Substation 2. 69-12.5 kV Substation 3. 12.5 kV metering point in the Substation

41. BUENA VISTA 1

CBPC

1. 161 kV line from CBPC Wisdom Substation

for

line

telemetry*

MEC

In Buena Vista Substation:

1. Dead-end tower and insulators for connection of CBPC's 161 kV line from CBPC Wisdom Substation
2. Disconnect switches
3. 161 kV circuit breaker
4. Protective relays
5. Metering equipment
6. Communications channel for telemetry*

*These items shared with Buena Vista 2, Buena Vista 3, and Buena Vista 4 interconnections

42. BUENA VISTA 2

CBPC

1. 161 kV line from MEC Sac County Substation

for

line

Substation

telemetry*

MEC

In Buena Vista Substation:

1. Dead-end tower and insulators

   connection of CBPC's 161 kV

   from MEC Sac County

2. Disconnect switches
3. 161 kV circuit breaker
4. Protective relays
5. Communications channel for

*These items shared with Buena Vista 1, Buena Vista 3, and Buena Vista 4 interconnections.

Note: The CBPC line segment from MEC Sac County Substation to MEC Buena Vista Substation does not have revenue metering

43. BUENA VISTA 3

CBPC

1. 69 kV line from CBPC Storm Lake Substation

for
line from

telemetry*

MEC

In Buena Vista Substation:

1. Dead-end tower and insulators for connection of CBPC 69 kV line from CBPC Storm Lake Substation
2. Disconnect switches
3. 69 kV circuit breaker
4. Protective relays
5. Metering equipment
6. Communications channel for telemetry*

*These items shared with Buena Vista 1, Buena Vista 2, and Buena Vista 4 interconnections.

44. BUENA VISTA 4

CBPC	MEC
1. CBPC 69 kV line from MEC Sac County Substation for from telemetry*	In Buena Vista Substation: 1. Dead-end tower and insulators connection of CBPC 69 kV line MEC Sac County Substation 2. Disconnect switches 3. 69 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for

*These items shared with Buena Vista 1, Buena Vista 2, and Buena Vista 3 interconnections

45. DRAGER 1

CBPC	MEC
In the Drager Substation: County 1. Dead-end tower and insulators for connection of MEC's 161 kV line from MEC Carroll County Substation 2. Disconnect switches 3. 161 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for telemetry	1. 161 kV line from MEC Carroll Substation (Note 1)

Note 1: MidAmerican shall continue to have the right to utilize the 161 kV line from Carroll County to Alliant West Grand Jct. for the interchange of power and energy without charge.

46. DRAGER 2

CBPC	MEC
In the Drager Substation: 1. Dead-end tower and insulators for connection of MEC's 161 kV line from MEC Carroll Substation 2. Disconnect switches 3. 161 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communications channel for telemetry	1. 161 kV line from Alliant West Grand Jct. Substation (Note 1)

Note 1: MidAmerican shall continue to have the right to utilize the 161 kV line from Carroll County to Alliant West Grand Jct. for the interchange of power and energy without charge.

47. TOYNE 1

CBPC	MEC
In Toyne Switching Station: 1. Disconnect switches 2. 69 kV line circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment 6. Communication channel for telemetry	1. 69 kV line from MEC Carroll South Substation (Note 1)

Note 1: MidAmerican to have primary control of the breaker serving the line terminal to the Carroll South Substation.

48. TOYNE 2

CBPC	MEC
In Toyne Switching Station: 1. Disconnect switches 2. 69 kV line circuit breaker 3. Protective relays 4. Metering equipment 5. Telemetry equipment 6. Communication channel for telemetry	1. 69 kV line from MEC Audubon North Substation (Note 1).

Note 1: MidAmerican to have primary control of the breaker serving the line terminal to the
Audubon Substation.

49. WALL LAKE 1

CBPC		MEC
1. CBPC 69 kV line from CBPC Blairsburg Substation	for	In Wall Lake Substation: 1. Dead-end tower and insulators for connection of CBPC 69 kV line from CBPC Blairsburg Substation 2. Disconnect switches 3. 69 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communication channel for telemetry*

*These items shared with Wall Lake 2 interconnection.

Note 1: Supervisory control of the breaker for the 69 kV line connecting Wall Lake to Blairsburg shall be setup in a manner similar to the supervisory control scheme implemented for the 69 kV breakers at Buena Vista, which connect Corn Belt's 69 kV lines to the MidAmerican Buena Vista Substation. Reference Article II, Section 2.7 of Exhibit D.

50. WALL LAKE 2

CBPC		MEC
1. CBPC 69 kV line from CBPC Willemssen Substation	for	In Wall Lake Substation: 1. Dead-end tower and insulators for connection of CBPC 69 kV line from CBPC Willemssen Substation 2. Disconnect switches 3. 69 kV circuit breaker 4. Protective relays 5. Metering equipment 6. Communication channel for telemetry*

*These items shared with Wall Lake 1 interconnection.

Note 1: Supervisory control of the breaker for the 69 kV line connecting Wall Lake to Willemssen shall be setup in a manner similar to the supervisory control scheme implemented for the 69 kV breakers at Buena Vista, which connect Corn Belt's 69 kV lines to the MidAmerican Buena Vista Substation. Reference Article II, Section 2.7 of Exhibit D.

51. SCHROEDER

CBPC	MEC
1. 69 kV line from tap to the Schroeder Substation south of Wall Lake. 2. 1 Air break manually operated switch. 3. 69-12.5 kV substation. 4. 12.5 kV metering point at Schroeder Substation.	1. One 3-way dead end structure.

Note: CBPC will reimburse MEC for installation of the 3-way dead end structure. The estimated cost, calculated on a time and materials basis, to install the 3-way dead end structure is $37,200.

52. ROBERT WEAKLEND

CBPC	MEC
1. 69 kV line from tap to the Robert Weaklend Substation West of Carroll.	1. 1 3-way dead end structure.
2. 1 Air break manually operated switch.	2. 1 Air break manually operated switch.
3. 69-12.5 kV substation.	
4. 12.5 kV metering point at Robert Weaklend Substation.	

*Note: CBPC will reimburse MEC for installation of the 3-way dead end structure and one air break manually operated switch.

53. ALTA MUNICIPAL

CBPC	MEC
1. 69 kV line from Alta Municipal Substation Substation the MEC 69 kV line North of Alta.	1. 69 kV line from Buena Vista
2. 1 Air break manually operated switch.	
3. Metering equipment	
4. Telemetry equipment	
5. Communication channel for telemetry	

*Note: This interconnect will be a normally open tie used only during emergency outages or maintenance of Alta's tie with CBPC.

FIRST REVISED EXHIBIT C

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

Iowa Public Service Company (IPS) predecessor by merger to MidAmerican Energy Company (MidAmerican)

and

Corn Belt Power Cooperative (Corn Belt)

This First Revised Exhibit C replaces and supersedes original Exhibit C.

ARTICLE I

Reserved for Future Use

ARTICLE II – Maintenance of 69 kV Double Circuits Extending from Buena Vista Substation

2.1 When used in this Exhibit C, the following words and terms shall have the meanings indicated unless clearly stated otherwise:

a. "Line Segment A-B" shall mean the 69 kV line facilities extending from the Buena Vista Substation westerly approximately 0.5 miles and southerly approximately 0.25 miles to a point in the vicinity of the eastern border of Section 24, T91N, R38W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.1, attached hereto and by this reference made a part hereof. Line Segment A-B shall include the structures upon which the line segment is constructed and the necessary rights-of-way and easements. Line Segment A-B is one segment of a MidAmerican 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Cherokee North Substation.

b. "Line Segment C-D" shall mean the 69 kV line facilities extending from the Buena Vista Substation westerly approximately 0.5 miles and southerly approximately 0.25 miles to a point in the vicinity of the eastern border of Section 24, T91N, R38W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.1. Line Segment C-D shall not include the structures upon which the line segment is constructed and shall not include the rights-of-way and easements necessary for such structures and line segment. Line Segment C-D is one segment of a Corn Belt 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Sac County Substation.

c. "Line Segment E-F" shall mean the 69 kV line facilities extending from the Buena Vista Substation easterly approximately 0.5 miles to a point in the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.2, attached hereto and by this reference made a part hereof. Line Segment E-F shall not include the structures upon which the line segment is constructed and shall not include the rights-of-way and easements necessary for such structures and line segment. Line Segment E-F is one segment of a Corn Belt 69 kV line extending from MidAmerican's Buena Vista Substation to Corn Belt's Storm Lake Substation.

d. "Line Segment G-H" shall mean the 69 kV line facilities extending from the Buena Vista Substation easterly approximately 0.5 miles to a point in

the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, as described and schematically shown on Exhibit C.2. Line Segment G-H shall include the structures upon which the line segment is constructed and the necessary rights-of-way and easements. Line Segment G-H is one segment of a MidAmerican 69 kV line extending from MidAmerican's Buena Vista Substation to MidAmerican's Storm Lake North Substation.

e. "Line Segment J-K" shall mean the portion of Line Segment H-I 69 kV line facilities extending from a point in the vicinity of the western border of Section 20, T91N, R37W of Buena Vista County, Iowa, southerly approximately 1.25 miles to a point in the vicinity of the western edge of Section 29, T91N, R37W, Buena Vista County, Iowa as described and schematically shown on Exhibit C.3, attached hereto and by this reference made a part hereof.

2.2 Line Segment A-B is constructed on double circuit structures with Line Segment C-D. Line Segment C-D is constructed using a minimum conductor size of 336.4 ACSR (Linnet) or equivalent and shall be capacity rated for a minimum of 74 MVA at 69 kV assuming a 100 degree Celsius maximum conductor operating temperature.

2.3 Line Segment G-H is constructed on double circuit structures with Line Segment E-F. Line Segment E-F is constructed using a minimum conductor size of 336.4

ACSR (Linnet) or equivalent and shall be capacity rated for a minimum of 74 MVA at 69 kV assuming a 100 Celsius maximum conductor operating temperature.

2.4 MidAmerican shall be responsible for owning, operating, and maintaining the double circuit structures for Line Segment A-B and Line Segment C-D and all costs associated therewith except as described in Section 2.5.

2.5 Corn Belt shall be responsible for owning, operating and maintaining the wire, insulators, and pole arms for its Line Segment C-D and all costs associated therewith.

2.6 MidAmerican shall be responsible for owning, operating, and maintaining the double circuit structures for Line Segment E-F and Line Segment G-H and all costs associated therewith except as described in Section 2.7.

2.7 Corn Belt shall be responsible for owning, operating and maintaining the wire, insulators, and pole arms for its Line Segment E-F and all costs associated therewith.

FIRST REVISED EXHIBIT D

to the

ELECTRIC TRANSMISSION INTERCONNECTION AGREEMENT

Between

Iowa Public Service Company (IPS) predecessor by merger to MidAmerican Energy Company (MidAmerican)

and

Corn Belt Power Cooperative (Corn Belt)

This First Revised Exhibit D replaces and supersedes original Exhibit D.

RECITALS

1. To permit flow of electric energy from the Storm Lake Power Partners II wind generating facility connected at the MidAmerican Buena Vista Substation, certain facilities were constructed, including a new substation and related connecting facilities.

2. The construction of such facilities, including the new substation, resulted in new points of interconnection between MidAmerican and Corn Belt at the substation which points of interconnection are subject to the Corn Belt/MidAmerican Interconnection Agreement.

ARTICLE I – Definitions

1.1 When used in this Exhibit D, the following words and terms shall have the meanings indicated unless clearly stated otherwise:

a. "Corn Belt/MidAmerican Interconnection Agreement" shall mean the Electric Transmission Interconnection Agreement dated March 1, 1991 and entered into by Corn Belt and Iowa Public Service Company, MidAmerican's predecessor by merger.

b. "Line Segment L-M" shall mean a segment of MidAmerican's existing 69 kV line from MidAmerican's Cherokee Substation to MidAmerican's Hawkeye Substation, extending from a point along the eastern border of Section 24, T91N, R38W, Buena Vista County, Iowa southward approximately 1.25 miles to a point along the eastern border of Section 25, T91N, R38W, Buena Vista County, Iowa, as described and schematically shown on Attachment B, attached hereto and by this reference made a part hereof.

c. "Line Segment N-O" shall mean a segment of Corn Belt's existing 69 kV line extending from a point on the eastern border of Section 25, T91N, R38W, Buena Vista County, Iowa east approximately one mile to a point on the western border of Section 29, T91N, R37W, Buena Vista County, Iowa, as described and schematically shown on Attachment B, attached hereto and by this reference made a part hereof.

d. "Line Segment P-Q" shall mean a segment of MidAmerican's existing 69 kV line from MidAmerican's Little Sioux Substation to MidAmerican's Hawkeye Substation, extending from a point in the northeast corner of Section 6, T9ON, R38W, Buena Vista County, Iowa eastwardly

approximately 4.5 miles to a point on the northern border of Section 1, T9ON, R38W, Buena Vista County, Iowa, as described and schematically shown on Attachment C, attached hereto and by this reference made a part hereof.

ARTICLE II – Facilities

2.1 MidAmerican caused to be designed and constructed on behalf of Corn Belt and for ownership by Corn Belt Line Segment C-D (as defined in Exhibit C), Line Segment E-F (as defined in Exhibit C) and the 161 kV connecting facilities required to connect the Buena Vista substation to the Corn Belt 161 kV system. The ownership of these facilities has been transferred to Corn Belt. All further obligations incident to ownership, including operation, maintenance, repair and replacement of such facilities, shall be performed by Corn Belt in its discretion and subject to its legal obligations, contractual and otherwise.

2.2 MidAmerican conveyed to Corn Belt all of its rights, title and interest in and to Line Segment L-M for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.3 Corn Belt conveyed to MidAmerican all of its rights, title and interest in and to Line Segment J-K for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.4 MidAmerican conveyed to Corn Belt all of its rights, title and interest in and to

Line Segment P-Q for the sum of One Dollar ($1.00) and other good and valuable consideration.

2.5 Corn Belt, at its expense, caused to be constructed such facilities as were necessary to connect Line Segment P-Q to its 69 kV line connecting the Buena Vista Substation and Sac County Substation and for any required changes to protective relaying equipment resulting from the connection. Corn Belt, at its expense, disconnected Line Segment P-Q from MidAmerican's 69 kV line connecting Line Segment P-Q to Hawkeye Substation and Little Sioux Substation.

2.6 MidAmerican shall have operational control of the MidAmerican Buena Vista Substation Facilities.

2.7 MidAmerican shall continue to provide Corn Belt supervisory control of the 69 kV breaker at Buena Vista Substation which connects Buena Vista Substation to Corn Belt's 69 kV line between Buena Vista and Sac County Substation. Supervisory control of this 69 kV breaker is normally configured such that Corn Belt has sole remote control of the breaker. MidAmerican shall continue to provide the ability for MidAmerican to alternate between Corn Belt remote control and MidAmerican remote control via one of the following options: (i) installation of a switch on a control panel in the Buena Vista Substation control building, (ii) installation of remote-controlled relay logic via local relays at Buena Vista or (iii) programming in the Buena Vista Substation remote terminal unit. The parties acknowledge that due to MidAmerican's operation and maintenance

obligations at Buena Vista, MidAmerican operations personnel shall occasionally require sole remote control of the breaker. MidAmerican operations personnel shall coordinate with Corn Belt operations personnel when MidAmerican requires sole remote control of the breaker on such occasions. Following restoration of the system by MidAmerican to normal conditions, MidAmerican shall return sole remote control of the breaker to Corn Belt. The parties acknowledge that due to Corn Belt's operation and maintenance obligations of Corn Belt's 69 kV line between Buena Vista Substation and Sac County Substation, Corn Belt operations personnel shall occasionally require clearances of the 69 kV breaker. Corn Belt operations personnel shall coordinate with MidAmerican operations personnel to request MidAmerican to perform switching at Buena Vista when Corn Belt requires a clearance of the 69 kV breaker on such occasions. MidAmerican shall continue to provide for an alarm to be sent to Corn Belt when the remote control of the 69 kV breaker is configured such that MidAmerican has sole remote control. The parties acknowledge that the operational control provisions of this section are unique to the particular circumstances and operating conditions associated with the Buena Vista Substation project and do not constitute general acceptance of these special operational control features at other MidAmerican/Corn Belt interconnections.

ARTICLE III – Obligations of the Parties

3.1 Each Party shall perform all such acts as reasonably may be necessary to fully

effectuate each and all of the purposes and intent of this Agreement, including, without limitation, (i) executing and delivering instruments and documents; (ii) promptly inspecting facilities and advising of approval and acceptance, or disapproval and non-acceptance, of such facilities, as the case may be; and (iii) giving written notices and other communications.

3.2 The Cooperative shall indemnify the Company against any and all direct damages resulting from its negligence or willful misconduct. The Company shall indemnify the Cooperative against any and all direct damages resulting from its negligence or willful misconduct. In no event shall either the Cooperative or the Company be liable to the other Party for any indirect, consequential, punitive, or similar damages arising from or in any way connected with this Agreement. These indemnifications exclude any indirect, consequential, punitive, or similar damages.

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