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October 12, 2020

Via Electronic Filing

The Honorable Kimberly D. Bose
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: MidAmerican Energy Company, Docket No. ER20-_____
First Amended and Restated Facilities Agreement between MidAmerican Energy
Company and Northwest Electric Power Cooperative

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d, and Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations, 18 C.F.R. Part 35, MidAmerican Energy Company (“MidAmerican”), submits for filing a First Amended and Restated Facilities Agreement (“Agreement”) between MidAmerican and Northwest Electric Power Cooperative (“N.W.”).

The Facilities Agreement filed by MidAmerican in 1970, as well as the amendments filed in 1971, 1973, 1975, 1989 and, most recently in 1994, were made in FERC’s eLibrary because the effective dates were all prior to the implementation of FERC’s eTariff system in 2010.¹

The present filing supersedes the Agreement that FERC approved on June 1, 1994 in FERC Docket No. ER94-1120-000. MidAmerican designates the Agreement submitted with this filing as First Amended Rate Schedule No. 9.

I. BACKGROUND AND OVERVIEW OF FILING

MidAmerican’s predecessor, Iowa Power and Light Company, and N.W. entered into the Agreement in 1970 to avoid unnecessary duplication of transmission facilities in the general vicinity of southwestern Iowa and northwestern Missouri. Certain amendments to the Agreement have been made over the years to account for and add additional facilities and assigned cost responsibilities. For example, a second interconnection point at South Page Substation, with associated facilities, was added in 1971; certain equipment at Hamburg Substation, associated with

¹ FERC Order No. 714 issued on September 19, 2008.

the original MidAmerican 13 kV interconnection, was added in various years; and in 1989, a second 13 kV line terminal, including associated terminal equipment and relaying, was added at Hamburg to serve MidAmerican load.

The purpose of this filing is to amend the Agreement filed in 1994 between MidAmerican and N.W. to reflect operational differences and ministerial changes that became necessary over the years of the Agreement. First, the Agreement now distinguishes in the Service Schedules between Points of Interconnection and Points of Delivery by recognizing Hamburg Substation as the single Point of Interconnection in Service Schedule A; changing Service Schedule B from “Schedule of Payments” to “Points of Delivery”; and recognizing Hamburg and South Page as the two Points of Delivery of energy from N.W. to MidAmerican (Hamburg and South Page). Second, the Agreement now includes a new Schedule C, “Schedule of Payments”, which shows amounts paid by MidAmerican for upgrades to Hamburg Substation to install separate facilities at Hamburg to serve MidAmerican load and for MidAmerican to acquire ownership of certain facilities at Hamburg downstream of the point of interconnection with N.W., and indicating that MidAmerican will pay wheeling charges for deliveries at South Page. Third, a new Schedule D, “N.W. Rates for Wheeling Service”, is included.

Specifically, the revisions to the Agreement are as follows:

1. In the title of the agreement, “First Amended and Restated” has been added.
2. Effective dates of prior amendments have been added to the opening paragraph.
3. MidAmerican is recognized as successor in interest to Iowa Power and Light Company in the opening paragraph and throughout the agreement.
4. The term of the Agreement is specified as 20 years initially from its new effective date.
5. Article II – Interconnections and Points of Delivery has been modified to encompass Points of Delivery, as well as a Point of Interconnection.
 - a. In Section 4, N.W. agrees to abandon the right previously granted to establish a Point of Delivery on the MidAmerican system.
 - b. In Section 5, MidAmerican is limited to the two Points of Delivery previously established on the N.W. system, though those may be relocated subject to mutual agreement.
6. A reference to Service Schedule B has been added to Article III – Facilities to be Provided.
7. In Article V – Operation, language concerning N.W.’s control of Hamburg Substation facilities involved in serving MidAmerican load has been removed, as these terms are now addressed in Service Schedules A and B.
8. Repair and replacement are now addressed in Service Schedules A, B and C, and the former Article IX – Uncontrollable Forces, Article X – Right to Serve, Article XI –

- Waivers, and Article XII – Miscellaneous have been renumbered, respectively, starting with Article VIII.
9. Article XII – Indemnity, Article XIII – Limitation on Liability and Severability and Article XIV – Jury Waiver have been added.
 10. The signature blocks of the Agreement and Service Schedules A and B have been updated to reflect current signatories.
 11. In Service Schedule A – Points of Interconnection:
 - a. In the opening paragraph MidAmerican has been added as successor in interest to Midwest Power Systems.
 - b. A single point of interconnection between the parties is designated as the Hamburg Interconnection.
 - c. The location of point of interconnection is specified, along with the facilities to be provided by each party and the operational and maintenance responsibilities of each party.
 - d. The former South Page point of interconnection has been reconfigured as a Point of Delivery and removed from Service Schedule A.
 12. Service Schedule B has been renamed from “Schedule of Payments” to “Points of Delivery and Facilities to be Provided”, with two 69 kV Points of Delivery from N.W. to MidAmerican designated:
 - a. Point of Delivery #1 – MidAmerican Hamburg Point of Delivery
 - 1) The location of the Hamburg Point of Delivery is described along with facilities to be provided by each party, including facilities to be transferred from N.W. to MidAmerican, and each party’s operational and maintenance responsibilities.
 - b. Point of Delivery #2 – MidAmerican South Page Point of Delivery
 - 1) The location of the South Page Point of Delivery is described along with facilities to be provided by each party and each party’s operational and maintenance responsibilities.
 13. Schedule C – Schedule of Payments is added, which includes:
 - a. In Section A, prior lump sum payments made by MidAmerican to N.W. for upgrades to Hamburg Substation, \$23,013.16 of which was refunded to MidAmerican as part of an agreement to increase the 69/13 kV transformation capacity at Hamburg Substation.
 - b. Section B:
 - 1) Concerning Hamburg Substation:

- a) Calculation of a lump sum payment by MidAmerican to N.W. to provide for a contract path through Hamburg Substation for delivery of energy to the MidAmerican Hamburg Point of Delivery.
 - b) O&M and replacement costs for facilities pertinent to service to a single Party will be paid by that party.
 - c) All costs associated with other shared facilities at Hamburg will be split equally between the Parties.
- 2) Concerning South Page Point of Delivery
- a) MidAmerican agrees to pay wheeling fees for transmission service to the South Page Point of Delivery.
 - b) MidAmerican agrees to pay any O&M related to the 69 kV pole-mounted switch or switch structure, as well as any relocation, replacement or modification costs associated with same, provided such relocation, replacement or modification is approved by consensus of the Operating Committee.

II. DOCUMENTS SUBMITTED IN THIS FILING

This filing consists of the following:

1. This letter of transmittal; and
2. Marked and clean versions of the First Amended and Restated Facilities Agreement between MidAmerican Energy Company and N.W. Electric Power Cooperative, Inc.

III. PROPOSED EFFECTIVE DATE AND REQUEST FOR WAIVER

Pursuant to Commission rule 35.11, 18 C.F.R. § 35.11, MidAmerican respectfully requests that the Commission waive its 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 amended agreement effective as of September 22, 2020. The Commission's policy and rules permit waivers of the 60-day notice requirement in the case of uncontested filings that do not change rates. Given that this filing does not affect rates for transmission service, waiver of the 60-day prior notice requirement is appropriate in this instance. Additionally, the parties intend to place facilities in service pursuant to the Agreement on October 1, 2020, so the requested effective date would allow for work to begin such that the in service date can be met. The parties have indicated their intention for and support of an effective date of September 22, 2020.

IV. COMMUNICATIONS

MidAmerican has e-mailed or mailed via U.S. mail a copy of this filing to N.W Electric Power Cooperative Inc., the Iowa Utilities Board, the Illinois Commerce Commission, the South Dakota Public Utilities Commission and the Iowa Office of Consumer Advocate. All communications regarding this filing should be directed to:

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John A. Guy
Vice President, Electric Delivery
MidAmerican Energy Company
3500 104th Street
Urbandale, Iowa 50322
Telephone: 515-281-2401
John.Guy@midamerican.com

VI. CONCLUSION

For the foregoing reasons, MidAmerican requests that the Commission accept the attached Agreement containing the agreed upon adjustments, effective September 22, 2020.

Respectfully submitted,

/s/ Kady J. Billam

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Des Moines, IA 50309
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Attorney for MidAmerican Energy Company

cc: Iowa Utilities Board
Illinois Commerce Commission
South Dakota Public Utilities Commission
Office of Consumer Advocate
N.W. Electric Power Cooperative, Inc.

Attachments

FIRST AMENDED AND RESTATED FACILITIES AGREEMENT

Between

MIDAMERICAN ENERGY COMPANY

And

N. W. ELECTRIC POWER COOPERATIVE, INC.

THIS FIRST AMENDED AND RESTATED FACILITIES AGREEMENT ("Agreement"), originally made and entered into on the 24th day of June, 1970, and amended effective July 21, 1971, effective July 27, 1973, effective January 15, 1975, effective January 18, 1989, and effective June 1, 1994, and now amended and restated effective this 22nd day of September, 2020, by and between MidAmerican Energy Company, an Iowa Corporation and successor in interest to Iowa Power and Light Company, with its principal office in the city of Des Moines, Iowa (hereinafter called "MidAmerican" or "Company") and N.W. Electric Power Cooperative, Inc., a Missouri Corporation with its principal office in the city of Cameron, Missouri, (hereinafter called "N.W."), Company and N.W. being sometimes hereinafter collectively referred to as the parties.

WITNESSETH

WHEREAS, the Company owns, operates and maintains electric generating and transmission facilities and is engaged in the electric utility business; and,

WHEREAS, N.W. owns, operates and maintains electric transmission facilities and is engaged in the electric utility business; and,

WHEREAS, the geographical areas served by the Company and N.W. lie adjacent to each other in the general vicinity of Southwestern Iowa and Northwestern Missouri; and,

WHEREAS, the parties agree upon the principle of avoiding unnecessary duplication of facilities through coordinated planning and operation; and,

WHEREAS, the parties desire to fix the terms and conditions whereby their 69 kV facilities may be interconnected for the purpose of improving the quality

and reliability of service to their respective customers at minimum cost; and

WHEREAS, MidAmerican and Associated Electric Cooperative, Inc. (hereinafter called "Associated") have entered into an agreement dated June 24, 1970 (hereinafter referred to as the Interconnection and Interchange Agreement) contemplating that such parties will interchange power over the facilities of N.W.;

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

ARTICLE I
Term of Agreement

This Agreement shall become effective on the date of its execution by the parties, or on such other date as may be established for such effective date by law or by the governmental authorities having jurisdiction following the filing of this Agreement with such authorities, and shall continue in force and effect for a period of twenty (20) years from the effective date of its first amendment and restatement. This Agreement shall continue in effect from year to year thereafter subject to termination by either party at the end of the initial period of this Agreement or on any anniversary date thereof by the giving of not less than three (3) years' written notice of its intention to terminate.

ARTICLE II
Interconnections and Points of Delivery

Section 1. For the purposes of this Agreement, any reference to the system of either of the parties shall relate only to that portion of that party's electric facilities which are normally operated interconnected and in parallel with those of the other party.

Section 2. The electric transmission and distribution systems of the parties may be interconnected at various points, as particularly set forth in Service Schedules "A" and "B" attached hereto and made a part hereof. Additional points of interconnection may be added by mutual agreement by revisions of

appropriate service schedules.

Section 3. The parties contemplate mutual benefits, including but not limited to improved voltage regulation, emergency assistance, avoiding duplication of transmission facilities insofar as is reasonably possible, and continued joint study to seek coordination of the operations of their respective systems for the benefits of the parties and the general public. The parties further contemplate future situations wherein such mutual benefits may be realized by additional points of interconnection between their respective electrical systems.

Section 4. With the effective date of this First Amended and Restated Facilities Agreement, N.W. agrees to abandon its right previously granted herein to establish a point of delivery on MidAmerican's transmission system.

Section 5. As of the effective date of this First Amended and Restated Facilities Agreement, MidAmerican had previously established two (2) points of delivery on N.W.'s transmission system, as detailed in Service Schedule "B". The parties agree that no additional points of delivery may be established by MidAmerican on the N.W. system, but that these may be replaced by alternate points of delivery should either be abandoned; provided that mutually satisfactory terms of payment of facilities can at that time be negotiated by the parties, acting in good faith, and provided further than there then exists adequate capacity in N.W.'s system (ARTICLE II, Section 1.) to sustain increased loadings expected to result from connection of such points of delivery.

ARTICLE III
Facilities to be Provided

The parties hereto shall furnish, operate and maintain or cause to be furnished, operated or maintained the facilities described herein and as set forth in Service Schedules "A" and "B" attached hereto and made a part hereof. Neither of the parties hereto shall, without the consent of the other party, remove or cause to be removed from operation any of the facilities listed under

said Service Schedules except for the purpose of promptly replacing the same with new or improved facilities serving the same purpose.

ARTICLE IV
Operating Committee

Section 1. Each party shall appoint one representative and an alternate to act for it in matters pertaining to the interconnected operation of their respective electrical systems and in the operating arrangements for the deliveries of power and energy, said two representatives being hereinafter referred to collectively as the Operating Committee. Each party will evidence such appointments by written notice to the other party, and by similar notice either party may at any time change its representatives or alternate on the Operating Committee. Any representative, by written notice to the other representative, may authorize an alternate to act in his place with respect to matters specified in such notice.

Each party, by written notice to the other party, may withhold or withdraw from its representative and alternate on the Operating Committee authority to act for it with respect to matters specified in such notice, provided it designates in such a notice a substitute representative to act for it with respect to such matters.

Section 2. The Operating Committee shall hold a special meeting whenever a request for a meeting is made by one member of the Operating Committee. The Operating Committee shall also meet regularly, on an annual basis, at a date and place to be mutually agreed to by the members of the Operating Committee. Such regular meetings shall be to coordinate operation and maintenance schedules of the interconnected facilities and to exchange such information as will be beneficial to both parties in carrying out the provisions of the contract.

Section 3. The Operating Committee Members will cooperate with each other and with other utility representatives in balancing Inadvertent Energy accounts and in reconciliation of accounting for energy deliveries between the

various interconnected systems, all according to North American Power Systems Interconnection practices.

Section 4. The representatives constituting the Operating Committee shall be of equal authority, and all decisions made and directions given must be unanimous. In event of a disagreement between members of the Operating Committee, the subject shall be referred to and settled by the President of the Company and General Manager of N.W.

Section 5. Written minutes shall be kept for all meetings of the Operating Committee, and all decision or agreements made by the Operating Committee shall be reduced to writing.

ARTICLE V
Operation

Section 1. The parties agree that each of the points of interconnection, listed in Service Schedule "A" hereof, will normally be closed, and that the systems of the parties will therefore normally be operated in parallel.

Section 2. The intent of this Agreement is not to grant either party the right generally to use the system of the other party as an intermediary in power and energy flows, nor shall consent by a party to flow through its system in a particular case create any rights of a party to the continuance of such flows where and to the extent that such through flow is objectionable to the party experiencing such flow. The parties shall cooperate at all times to keep through power flows to a minimum.

Section 3. During the term of this Agreement, either party is authorized to deliver electric energy from its system at the 69,000 volt Points of Interconnection between the systems of the parties and receive an equivalent amount of energy less transformation losses at the 13,000 volt Points of Delivery between the systems of the parties, for the purpose of serving the party's customers in southwest Iowa.

ARTICLE VI
Payment

The parties agree that payment for the use of facilities under this Agreement shall be made in accordance with Service Schedule "C" entitled Schedule of Payments, attached hereto and by this reference made a part hereof.

ARTICLE VII
Liability

Except as hereinafter provided, each party shall assume full legal liability for the ownership, operation and maintenance of that part of the facilities enumerated herein which it is obligated under the contract to furnish, own, operate, and maintain.

ARTICLE VIII
Uncontrollable Forces

Neither party shall be considered to be in default with respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces" shall be deemed for the purposes hereof to mean storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court of public authority, or other causes beyond the control of the party affected, which such party could not reasonably have been expected to avoid by exercise of due diligence and foresight and by provision of reserve facilities in accordance with good practices. Either party, if unable to fulfill any obligation by reason of uncontrollable forces, will exercise due diligence to remove such disability with reasonable dispatch.

ARTICLE IX
Right to Serve

Nothing herein required or permitted and no agreement made hereunder shall affect the rights of either party within its service territory to serve consumers now being serviced or that it would hereafter be entitled to serve

with its present existing facilities or those which it may hereafter construct.

ARTICLE X
Waivers

Any waiver at any time by either party of its rights under this Agreement or of any default of the other party shall not be deemed to be a waiver of any other right or default.

ARTICLE XI
Miscellaneous

Section 1. The rights and obligations of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto but no assignment or transfer hereof shall relieve the party making such assignment or transfer from any of its obligations hereunder.

Section 2. The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons or companies other than the two parties to this Agreement and the obligations herein assumed are solely for the use and benefit of the two parties to this Agreement.

Section 3. The parties hereto recognize that either party may, unless expressly prohibited herein, use part of all of the facilities which it provides for the purposes of this Agreement for other purposes, including interconnections with adjacent power systems of others not parties to this Agreement.

Section 4. It is the intent of this Agreement that the N.W. system should not be used in any manner such as to subject N.W. facilities to ad valorem tax under the laws of the State of Iowa.

Section 5. This Agreement shall be construed and the rights duties and obligations of each of the parties hereto shall be determined according to the laws of the State of Iowa.

Section 6. The parties to this Agreement hereby grant each other a

license to construct, install, operate, maintain, replace or repair, any or all, upon property of the other such facilities as are necessary or desirable for the purpose of this contract. Said license shall remain in effect during the term of this contract and shall expire coincidentally therewith. Any facilities so installed shall be and remain the property of the party installing them, notwithstanding that the same may have been affixed to the premises, and the party installing them shall have reasonable time after the expiration of this license to remove its facilities so installed.

ARTICLE XII
Indemnity

Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, such Party's affiliates, and each of their respective directors, officers, employees, agents, and servants (collectively, "Indemnified Persons") from and against any and all third party claims or actions, threatened or filed, or other liability, loss, or damage and expense, including reasonable attorneys' fees and expenses, arising, or alleged to arise, from, or incident to, injury or damage to persons or property occasioned by, or in connection with, the Indemnifying Party's own facilities, any obligation of, or work performed by, the Indemnifying Party under this Agreement, or the production or flow of electric power by or through the Indemnifying Party's facilities, in each case, except to the extent that such injury or damage is due to the negligence, gross negligence or willful misconduct of the other Party or its Indemnified Persons. In addition, each Party shall indemnify, defend and hold harmless the other Party and its Indemnified Persons against any taxes or other governmental charges that are such Party's responsibility.

ARTICLE XIII
Limitation on Liability


Unless expressly provided herein, neither Party shall be liable to the other Party for any punitive damages, except where such damages arise from gross negligence or intentional acts, or for any consequential, incidental, exemplary or indirect damages, lost profits or other business interruption damages of the other Party, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies (except with respect to punitive damages) and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive.

ARTICLE XIV
Severability and Jury Waiver


Each of the provisions of this Contract shall be enforceable independently of any other provision of this Contract and independent of any other claim or cause of action. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers or representative hereunto duly authorized, and their corporate seals to be hereunto affixed as of the day and year first above written.

MIDAMERICAN ENERGY COMPANY

by 
John A. Guy
Vice President, Electric Delivery

N.W. ELECTRIC POWER COOPERATIVE, INC.

by 
David McDowell
CEO / General Manager

SERVICE SCHEDULE A

Points of Interconnection and Facilities to be Provided

This Service Schedule "A" is agreed to on this 22nd day of September, 2020, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the 22nd day of September, 2020, between MidAmerican Energy Company, successor in interest to Midwest Power Systems, Inc. (MidAmerican or Company) and N.W. Electric Power Cooperative, Inc. (N.W.).

Section A - Term of Schedule. This Service Schedule "A" shall become effective upon the date of its execution or on the effective date allowed by the proper regulatory authority, whichever occurs later, and shall then supersede any Service Schedule "A" and amendments thereto effective under the Agreement and shall remain in effect until superseded by another Service Schedule "A".

Section B - Points of Interconnection. Interconnections covered by this Service Schedule "A" follow.

Point of Interconnection #1

Hamburg Interconnection

The Hamburg Interconnection between Company and N.W. 69,000 volt transmission systems shall be at the Hamburg Substation owned by N.W., located approximately in the center of Section 8, Franklin Township, Fremont County, Iowa. The Point of Interconnection for the Hamburg interconnection shall be at the first pole away from the Hamburg Substation of the 69,000 volt transmission line connecting that substation to the Company's substation at Sidney, Iowa. Power flows through this interconnection may be in either direction.

Facilities to be provided by the Company. The Company will furnish, own and maintain:

1. A 69,000 volt transmission line between its 69,000 volt substation at Sidney, Iowa and the Hamburg Substation including all poles or other line supporting structures, but not including the slack span of line conductors connecting the line to the Hamburg Substation.

Facilities to be provided by N.W. N.W. will furnish, own and maintain:

1. A 69,000 volt terminal at the Hamburg Substation for termination of the Company's 69,000 volt transmission line between Hamburg Substation and Company's 69,000 volt substation at Sidney, Iowa.
2. The slack span of line conductors connecting the MidAmerican line to the Hamburg substation.
3. Remotely controlled three-phase breakers on all 69,000 volt transmission lines entering the Hamburg Substation, as well as switches to isolate and bypass breakers for maintenance.
4. A three-phase bus-tie breaker between sections of 69,000 volt bus work, as well as switches to isolate and bypass breaker for maintenance.
5. All steel and buswork necessary for 69,000 volt substation equipment.

6. Supervisory control equipment for control of 69,000 volt equipment at the Hamburg Substation from N.W.'s control center.
7. Metering and telemetering equipment at Hamburg Substation necessary for measurement and telemetering of continuous kilowatt demand and hourly kilowatt-hours required by N.W. to record energy across the Hamburg interconnection.
8. Control building to house relaying and control equipment.

Operations

N.W. shall be responsible for jurisdictional control of all 69,000 volt breakers and switches at the Hamburg Substation. N.W. shall be responsible for functional control of all 69,000 volt breakers and switches at the Hamburg Substation, with the exception of switch #764. MidAmerican shall have functional control of switch #764, with operation only occurring following appropriate coordination with N.W.'s control center.

Maintenance

Each party shall be responsible for maintenance of the equipment they own at the Hamburg substation.

This Service Schedule "A", executed as of the date first written hereinabove.

MIDAMERICAN ENERGY COMPANY

by  _____

John A. Guy
Vice President, Electric Delivery

N. W. ELECTRIC POWER COOPERATIVE, INC.

by  _____

David McDowell
CEO / General Manager

SERVICE SCHEDULE B

Points of Delivery and Facilities to be Provided

This Service Schedule "B" is agreed to on this 22nd day of September, 2020, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the 22nd day of September, 2020, between MidAmerican Energy Company, successor in interest to Midwest Power Systems, Inc., f/k/a Iowa Power and Light Company (MidAmerican or Company), and N. W. Electric Power Cooperative, Inc. (N.W.).

Section A - Term of Schedule. This Service Schedule "B" shall become effective upon the date of its execution or on the effective date allowed by the proper regulatory authority, whichever occurs later, and shall then supersede any Service Schedule "B" and amendments thereto effective under the Agreement and shall remain in effect until superseded by another Service Schedule "B".

Section B - Points of Delivery. Points of Delivery covered by this Service Schedule "B" follow.

Point of Delivery #1

MidAmerican Hamburg Point of Delivery

The MidAmerican Hamburg Point of Delivery is located at the N.W. Hamburg Substation. The Point of Delivery shall be at the point at which jumpers originating from N.W. 69,000 volt buswork connect to the 69,000 volt switch #764 immediately upstream of the MidAmerican transformer. Power flows through this interconnection will be from N.W.'s system to the Company system only.

MidAmerican agrees that the maximum capacity of the Hamburg Point of Delivery shall be limited initially to 12 MW. If additional capacity is required to serve MidAmerican load, all costs associated with provision of such capacity shall be borne by MidAmerican, including direct costs necessary to implement a capacity addition at Hamburg and/or any transmission upgrades that may be required elsewhere on the N.W. system to serve MidAmerican load.

Facilities to be provided by the Company. The Company will own and maintain:

1. Facilities transferred from N.W. with 2020 Amendment and Restatement of Facilities Agreement¹:
 - a) One (1) 13,000 volt transformer secondary circuit breaker
 - b) Original control building.
 - c) Original transformer foundation.
 - d) Slack span from N.W. 69 kV structure to original 13 kV structure for transformer connection.
 - e) 69 kV high-side transformer disconnect switch No. 764.
2. A new (2019) 69/13 kV transformer for service to MEC loads.
3. Two (2) 13,000 volt terminals at the Hamburg Substation for exclusive use by the Company for termination of two (2) 13,000 volt distribution

¹All facilities transferred to MEC ownership under the 2020 amendment and restatement of the Facilities Agreement are provided by N.W. "as is". N.W. makes no warranties, expressed, implied, or otherwise, as to these facilities, and MEC agrees to hold N.W. harmless regarding any and all claims, injuries, damages, losses, or other suits arising from the future use of such facilities. MidAmerican shall have the right to inspect any facilities to be transferred.

lines constructed by the Company under provisions of Section C, paragraphs 2 and 3 hereof. Each terminal will include a recloser.

4. Metering installed on the 13 kV side of MEC's transformer for telemetering MEC load into the Midcontinent Independent System Operator (MISO) Balancing Authority Area, dual-ported to allow both Parties access to data, as necessary to implement a Balancing Authority tie point.

Facilities to be provided by N.W. N.W. will furnish, own and maintain:

1. A 69,000 volt terminal at the Hamburg Substation for connection of the Company's 69/13 kV transformer for service to MidAmerican loads.
2. Jumpers from N.W. 69,000 volt buswork to MidAmerican 69,000 volt switch #764.

Operations

N.W. shall be responsible for jurisdictional control of all 69,000 volt breakers and switches at the Hamburg Substation. N.W. shall be responsible for functional control of all 69,000 volt breakers and switches at the Hamburg Substation, with the exception of switch #764. MidAmerican shall have functional control of switch #764, with operation only occurring following appropriate coordination with N.W.'s control center. MidAmerican shall also be responsible for jurisdictional and functional control of all devices downstream of switch #764.

Maintenance

Each party shall be responsible for maintenance of the equipment they own at the Hamburg substation on their respective sides of the Hamburg Point of Delivery.

Point of Delivery #2

MidAmerican South Page Point of Delivery

The MidAmerican South Page Point of Delivery is located between the 69,000 volt system of N.W. in the vicinity of the Town of Coin, Iowa, and a distribution substation to be known as the South Page Substation, owned by the Company and located as hereinafter described. The Point of Delivery for this interconnection shall be at the point of attachment of conductors supplying said substation to the strain hardware of a three-way switching structure located in said line. Power flows through this interconnection will be from N.W.'s system to the Company's system only.

MidAmerican agrees that the maximum capacity of the South Page Point of Delivery shall be limited initially to 3 MW. If additional capacity is required to serve MidAmerican load, all costs associated with provision of such capacity shall be borne by MidAmerican, including direct costs necessary to implement a capacity addition at South Page and/or any transmission upgrades that may be required elsewhere on the N.W. system to serve MidAmerican load.

Facilities to be provided by the Company:

1. A 69,000 to 13,000 volt substation (South Page Substation) in the northwest corner of the southwest one-quarter of Section 5, Township 67 N, Range 38 W, in Page County, Iowa. Said substation shall include all metering facilities necessary for measurement of half-hourly kilowatt demand and kilowatt hours of energy delivered to said substation.
2. A single-span 69,000 volt connection to the three-way switching structure installed at the Point of Delivery.
3. A three-way, three-phase, 69,000 volt pole-mounting type air break switch to be owned and installed by N.W.

Facilities to be provided by N.W.:

1. Existing 69,000 volt transmission line running between Northboro, Iowa, and Hopkins, Missouri, located in the vicinity of the southern limit of the town of Coin, Iowa.
2. Installation of a three-way, three-phase, 69,000 volt switching structure as necessary to implement the connection at the Point of Delivery.

Operations

N.W. shall be responsible for jurisdictional control of the three-way 69,000 volt switches installed in the N.W. transmission line running between Northboro, Iowa, and Hopkins, Missouri as necessary to implement the Point of Delivery. N.W. shall be responsible for functional control of 69,000 volt switches #137 and #755. MidAmerican shall be responsible for functional control of 69,000 volt switch #SC63, with operation only occurring following appropriate coordination with N.W.'s control center. MidAmerican shall also be responsible for jurisdictional and functional control of all devices downstream of switch #SC63.

Maintenance

Each party shall be responsible for maintenance of the equipment on their respective sides of the South Page Point of Delivery.

This Service Schedule "B", executed as of the date first written hereinabove.

MIDAMERICAN ENERGY COMPANY

by



John A. Guy
Vice President, Electric Delivery

N. W. ELECTRIC POWER COOPERATIVE, INC.

by



David McDowell
CEO / General Manager

SERVICE SCHEDULE C

Schedule of Payments

This Service Schedule "C" is agreed to on this 22nd day of September, 2020, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the 22nd day of September, 2020, between MidAmerican Energy Company, successor in interest to Iowa Power and Light Company (MidAmerican or Company) and N. W. Electric Power Cooperative, Inc. (N.W.). This Service Schedule "C" shall become effective upon the date of its execution and shall then supersede any Service Schedule "C".

A. Prior Schedule of Payments

In accordance with prior Service Schedules, the Company has paid N.W. the following lump sums:

1. \$20,342.50 for rights of use of N.W.'s 69 kV facilities at the Hamburg Substation during the term of the Agreement.
2. \$23,539.43 as reimbursement for the cost of installing 13 kV terminal positions in the Hamburg Substation.
3. \$1,571.22 as reimbursement for cost of installing a three-way 69 kV air break switch, furnished by the Company, which will provide a supply connection to the Company's South Page Substation.
4. \$3,130.00 as a non-refundable contribution in aid of construction and installation of three single phase 50 ampere regulators and associated equipment at the Hamburg Substation.
5. \$22,218.00 for rights of use of N.W.'s 69/13 kV facilities and an additional \$795.16 for transformer fans at the Hamburg Substation.
6. \$99,241.19 for the rights of use of N.W.'s 69/13 kV facilities including the increase in transformation capacity at the Hamburg Substation during the term of the Agreement, determined according to the schedule below.

Facilities	Total Cost	% Use By MidAmerican	Cost To MidAmerican
69/13 kV Transformer and Appurtenances	\$ 124,051.48	80.0%	\$ 99,241.19

In accordance with prior Service Schedules, N.W. has paid Company the following lump sum:

1. N.W. and the Company agree to increase the 69/13 kV transformation capacity at the Hamburg Substation. As a part of an agreement to increase the 69/13 kV transformation capacity at Hamburg Substation, N.W. refunded to Company \$23,013.16 for prior payments related to transformation capacity and installation of transformer fans at the Hamburg Substation.

B. New Schedule of Payments

1. Hamburg Substation

In order to establish such facilities at Hamburg Substation as agreed to in the Letter Agreement between the Parties dated May 10, 2018 and reflected in Schedules A and B above (Hamburg Interconnection and MidAmerican Hamburg Point of Delivery), MidAmerican agrees to pay N.W. the sum of \$1,273,750.00, which sum is based on estimates of the costs of such facilities, as shown in the Table 1 below.

TABLE 1

Functional Cost Breakdown	Estimate	N.W. Share	MidAmerican Share	N.W. Cost	MidAmerican Cost	Total
Linden terminal	\$ 315,000.00	100.0%	0.0%	\$ 315,000.00	\$ -	\$ 315,000.00
Site expansion for new high & low side	175,000.00	50.0%	50.0%	87,500.00	87,500.00	175,000.00
New high side structure	260,000.00	25.0%	75.0%	65,000.00	195,000.00	260,000.00
New low side structure & transformer foundation	525,000.00	25.0%	75.0%	131,250.00	393,750.00	525,000.00
Breaker for Mid-American high-side protection	120,000.00	0.0%	100.0%	-	120,000.00	120,000.00
Remainder of substation rehab work	955,000.00	50.0%	50.0%	477,500.00	477,500.00	955,000.00
Total	\$2,350,000.00			\$1,076,250.00	\$1,273,750.00	\$2,350,000.00

The above lump sum payment of \$1,273,750.00 shall be considered a payment in lieu of transmission service, granting MidAmerican rights equivalent to ownership for the term of the Agreement, as necessary to provide a contractual path through N.W.'s Hamburg Substation for delivery of energy to the MidAmerican Hamburg Point of Delivery.

Operation and maintenance (O&M) costs of facilities pertinent to service unique to a single Party shall be the responsibility of that Party. This includes all costs associated with 69/13 kV transformers, transformer protection (including disconnecting switch), and all costs associated with 13 kV service to load, whether routine O&M or major replacements/repairs.

All costs, including routine O&M costs and capital costs to replace major equipment (failed instrument transformers, relaying, breakers, switches, etc.) associated with the remaining 69 kV facilities and other shared facilities (including the control building housing pertinent relays and control equipment, site work, fencing, etc.) at the Hamburg Substation shall be split equally between the Parties.

2. South Page Substation Point of Delivery

MidAmerican agrees to pay wheeling fees for transmission service to the South Page Point of Delivery for the term of the First Amended and Restated Facilities Agreement, pursuant to N.W.'s current rates to other customers (reference Service Schedule "D"). Such wheeling fees shall be effective as of January 1, 2019 at the then-current wheeling rates.


MidAmerican further agrees to pay any O&M costs incurred on the 69 kV pole-mounted switch or associated switch structure, as well as any costs associated with relocation, replacement or modification of these facilities, provided such relocation, replacement or modification is approved by consensus of the Operating Committee.

This Service Schedule "C", executed as of the date first written herein above.

MIDAMERICAN ENERGY COMPANY

by 
John A. Guy
Vice President, Electric Delivery

N. W. ELECTRIC POWER COOPERATIVE, INC.

by 
David McDowell
CEO/ General Manager

SERVICE SCHEDULE D

N.W. Rates for Wheeling Service

This Service Schedule "D" is agreed to on this 22nd day of September, 2020, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the 22nd day of September, 2020, between MidAmerican Energy Company, successor in interest to Iowa Power and Light Company (MidAmerican or Company), and N. W. Electric Power Cooperative, Inc. (N.W.).

The rate for N.W.'s transmission service shall be applied on a kilowatt-hour (kWh) basis for each kWh. The rate per kWh shall be determined each year by application of the following formula:

$$13.2 \text{ kV Rate per kWh} = (A - B + C) / D$$

Where:

A = Total Cost of Electric Service (Line 26 - N.W.'s RUS Form

12a) B = Total Power Purchased (Line 21 - N.W.'s RUS Form 12c)

C = Secondary Credits from Associated (Associated - N.W. Electric Power Coordination Agreement


D = Total Member Firm kWh's Delivered by N.W.

69 kV Rate per kWh = 13.2 kV Rate per kWh above, less a discount of 25%; provided, however, said discount shall not exceed 1.35 mills per kWh.


The rate shall apply to the current year service and be determined using the previous calendar year data. For 2020, the 13.2 kV rate is 10.42 mills per kWh and the 69 kV rate is 9.07 mills per kWh. This rate shall be applied to the energy scheduled for delivery by MidAmerican and delivered to and from each Point of Delivery. The rate formula may be changed by mutual agreement.

This Service Schedule "D", executed as of the date first written herein above.

MIDAMERICAN ENERGY COMPANY

by 
John A. Guy
Vice President, Electric Delivery

N. W. ELECTRIC POWER COOPERATIVE, INC.

by 
David McDowell
CEO/ General Manager

FIRST AMENDED AND RESTATED FACILITIES AGREEMENT

Between

MIDAMERICAN ENERGY~~IOWA POWER AND LIGHT~~ COMPANY

And

N. W. ELECTRIC POWER COOPERATIVE, INC.

THIS FIRST AMENDED AND RESTATED FACILITIES AGREEMENT ("Agreement"), originally made and entered into ~~this~~ on the 24th day of June, 1970, and amended effective July 21, 1971, effective July 27, 1973, effective January 15, 1975, effective January 18, 1989 and effective June 1, 1994, and now amended and restated effective this 22nd day of September, 2020, by and between MidAmerican Energy ~~Iowa Power and Light~~ Company, an Iowa Corporation and successor in interest to Iowa Power and Light Company, with its principal office in the city of Des Moines, Iowa (hereinafter called "MidAmerican" or "Company") and N.W. Electric Power Cooperative, Inc., a Missouri Corporation with its principal office in the city of Cameron, Missouri, (hereinafter called "N.W."), Company and N.W. being sometimes hereinafter collectively referred to as the parties.

WITNESSETH+

WHEREAS, the Company owns, operates and maintains electric generating and transmission facilities and is engaged in the electric utility business; and,

WHEREAS, N.W. owns, operates and maintains electric ~~generating and~~ transmission facilities and is engaged in the electric utility business; and,

WHEREAS, the geographical areas served by the Company and N.W. lie adjacent to each other in the general vicinity of Southwestern Iowa and Northwestern Missouri; and,

WHEREAS, the parties agree upon the principle of avoiding unnecessary duplication of facilities through coordinated planning and operation; and,

WHEREAS, the parties desire to fix the terms and conditions whereby their 69 kV facilities may be interconnected for the purpose of improving the quality and reliability of service to their respective customers at minimum cost; and

WHEREAS, ~~MidAmericanIowa Power~~ and Associated Electric Cooperative, Inc. (hereinafter called "Associated") have entered into an agreement dated June 24~~th~~, 1970 (hereinafter referred to as the Interconnection and Interchange Agreement) contemplating that such parties will interchange power over the facilities of N.W.;

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

ARTICLE I
Term of Agreement

This Agreement shall become effective on the date of its execution by the parties, or on such other date as may be established for such effective date by law or by the governmental authorities having jurisdiction following the filing of this Agreement with such authorities, and shall continue in force and effect for a period of ~~twenty~~ (±20) years from the effective date of its first amendment and restatement. This Agreement shall continue in effect from year to year thereafter subject to termination by either party at the end of the initial period of this Agreement or on any anniversary date thereof by the giving of not less than three (3) years' written notice of its intention to terminate.

ARTICLE II
Interconnections and Points of Delivery

Section 1. For the purposes of this Agreement, any reference to the system of either of the parties shall relate only to that portion of that party's electric facilities which are normally operated interconnected and in parallel with those of the other party.

Section 2. The electric transmission and distribution systems of the parties may be interconnected at various points, as particularly set forth in

~~Service Schedules "A" and "B" attached hereto and made a part hereof. Initially, the systems of the parties will be interconnected at 69,000 volts and at 13,000 volts (a point of delivery) at the Hamburg Substation of N.W., hereinafter designated as the Hamburg Substation, in the vicinity of Hamburg, Iowa, all as more particularly set forth in Service Schedule "A" attached hereto and made a part hereof.~~ Additional points of interconnection ~~and/or points of delivery~~ may be added by mutual agreement by revisions of appropriate service schedules.

Section 3. The parties contemplate mutual benefits, including but not limited to improved voltage regulation, emergency assistance, avoiding duplication of transmission facilities insofar as is reasonably possible, and continued joint study to seek coordination of the operations of their respective systems for the benefits of the parties and the general public. The parties further contemplate future situations wherein such mutual benefits may be realized by additional points of interconnection ~~of and points of delivery~~ between their respective electrical systems.

Section 4. ~~With the effective date of this First Amended and Restated Facilities Agreement, N.W. agrees to abandon its right previously granted herein to establish a point of delivery on MidAmerican's transmission system. The Company agrees to furnish a point of delivery on the company's 69,000 volt transmission line between the Hamburg Substation and Sidney, Iowa, for the purpose of meeting future load responsibilities in the Atchison-Holt REC service area at such time as N.W. may request such a point of delivery and provided that there then exists adequate capacity in the Company's system (ARTICLE II, Section 1.) to sustain increased loadings expected to result from connection of such point of delivery.~~

~~The Company agrees to furnish a point of delivery at 13,000 volts at any 69,000 to 13,000 volt substation which the Company may own and which would be supplied from the Company's 69,000 volt transmission line between the Hamburg Substation and Sidney, Iowa, for the purpose of meeting future load responsibilities in the Atchison-Holt REC service area at such time as N.W. may~~

~~request such a point of delivery; provided that mutually satisfactory terms of payment for facilities can at that time be negotiated by the parties, acting in good faith, and provided further that there then exists adequate capacity in the Company's system (ARTICLE II, Section 1.) to sustain increased loadings expected to result from the connection of such point of delivery.~~

Section 5. As of the effective date of this First Amended and Restated Facilities Agreement, MidAmerican had previously established two (2) points of delivery on N.W.'s transmission system, as detailed in Service Schedule "B". The parties agree that no additional points of delivery may be established by MidAmerican on the N.W. system, but that these may be replaced by alternate points of delivery should either be abandoned; provided that mutually satisfactory terms of payment of facilities can at that time be negotiated by the parties, acting in good faith, and provided further than there then exists adequate capacity in N.W.'s system (ARTICLE II, Section 1.) to sustain increased loadings expected to result from connection of such points of delivery.

~~N.W. agrees to furnish a point of delivery on N.W.'s 69,000 volt transmission line located within the State of Iowa between the Hamburg Substation near Hamburg, Iowa, and Hopkins, Missouri, for the purpose of meeting future load responsibilities in the Company's service area at such time as the Company may request such a point of delivery and provided that there exists adequate capacity in N.W.'s system (ARTICLE II, Section 1.) to sustain increased loadings expected to result from connection of such a point of delivery.~~

~~N.W. agrees to furnish a point of delivery at 13,000 volts at any 69,000 to 13,000 volt substation which N.W. owns or may own, which is or would be supplied from N.W.'s 69,000 volt transmission line between the Hamburg Substation and Hopkins, Missouri, and which is or would be located with the State of Iowa, for the purpose of meeting future load responsibilities in the Company's service area at such time as the Company may request such a point of delivery; provided that~~

~~mutually satisfactory terms of payment of facilities can at that time be negotiated by the parties, acting in good faith and provided further that there then exists adequate capacity in N.W.'s system (ARTICLE II, Section 1.) to sustain increased loadings expected to result from connection of such point of delivery.~~

ARTICLE III

Facilities to be Provided

The parties hereto shall furnish, operate and maintain or cause to be furnished, operated or maintained the facilities described herein and as set forth in Service Schedules "A" and "B" attached hereto and made a part hereof. Neither of the parties hereto shall, without the consent of the other party, remove or cause to be removed from operation any of the facilities listed under said Service Schedules "A" except for the purpose of promptly replacing the same with new or improved facilities serving the same purpose.

ARTICLE IV

Operating Committee

Section 1. Each party shall appoint one representative and an alternate to act for it in matters pertaining to the interconnected operation of their respective electrical systems and in the operating arrangements for the deliveries of power and energy, said two representatives being hereinafter referred to collectively as the Operating Committee. Each party will evidence such appointments by written notice to the other party, and by similar notice either party may at any time change its representatives or alternate on the Operating Committee. Any representative, by written notice to the other representative, may authorize an alternate to act in his place with respect to matters specified in such notice.

Each party, by written notice to the other party, may withhold or withdraw from its representative and alternate on the Operating Committee authority to act for it with respect to matters specified in such notice, provided it designates in

such a notice a substitute representative to act for it with respect to such matters.

Section 2. The Operating Committee shall hold a special meeting whenever a request for a meeting is made by one member of the Operating Committee. The Operating Committee shall also meet regularly, on an annual basis, at a date and place to be mutually agreed to by the members of the Operating Committee. Such regular meetings shall be to co-ordinate operation and maintenance schedules of the interconnected facilities and to exchange such information as will be beneficial to both parties in carrying out the provisions of the contract.

Section 3. The Operating Committee Members will cooperate with each other and with other utility representatives in balancing Inadvertent Energy accounts and in reconciliation of accounting for energy deliveries between the various interconnected systems, all according to North American Power Systems Interconnection practices.

Section 4. The representatives constituting the Operating Committee shall be of equal authority, and all decisions made and directions given must be unanimous. In event of a disagreement between members of the Operating Committee, the subject shall be referred to and settled by the President of the Company and General Manager of N.W.

Section 5. Written minutes shall be kept for all meetings of the Operating Committee, and all decision or agreements made by the Operating Committee shall be reduced to writing.

ARTICLE V
Operation

Section 1. The parties agree that each of the points of interconnection listed in Service Schedule "A" hereof, will normally be closed, and that the systems of the parties will therefore normally be operated in parallel.

Section 2. The intent of this Agreement is not to grant either party the

~~right generally to use the system of the other party as an intermediary in power and energy flows, nor shall consent by a party to flow through its system in a particular case create any rights of a party to the continuance of such flows where and to the extent that such through flow is objectionable to the party experiencing such flow. The parties shall cooperate at all times to keep through power flows to a minimum.~~

~~N.W. shall be responsible for supervisory control of 69,000 volt line sectionalizing switches at the Hamburg Substation. The Company reserves the right to install supervisory control of the 13,000 volt circuit breaker (herein meant to include also any remotely controllable equivalent device) on the 13,000 volt interconnection at the Hamburg Substation.~~

~~Section 3. The intent of this Agreement is not to grant either party the right generally to use the system of the other party as an intermediary in power and energy flows, nor shall consent by a party to flow through its system in a particular case create any rights of a party to the continuance of such flows where and to the extent that such through flow is objectionable to the party experiencing such flow. The parties shall cooperate at all times to keep through power flows to a minimum.~~

~~Section 4. N.W. will supply the Company with a key to the Hamburg Substation. All gates and switches will be normally locked.~~

~~Section 5. Neither party shall operate, either manually or by supervisory control, any 69,000 volt sectionalizing switch in the Hamburg Substation without proper clearance from the other party's control center, except as may be otherwise agreed by the Operating Committee.~~

~~Section 6. During the term of this Agreement, either party is authorized to deliver electric energy from its system at the 69,000 volt Points of Interconnection between the systems of the parties and receive an equivalent amount of energy less transformation losses at the 13,000 volt Points of Delivery~~

between the systems of the parties, for the purpose of serving the party's customers in southwest Iowa.

ARTICLE VI
Payment

The parties agree that payment ~~for~~ the use of facilities under this ~~a~~Agreement shall be made in accordance with Service Schedule "BC" entitled Schedule of Payments, attached hereto and by this reference made a part hereof.

ARTICLE VII
Liability

Except as hereinafter provided, each party shall assume full legal liability for the ownership, operation and maintenance of that part of the facilities enumerated herein which it is obligated under the contract to furnish, own, operate, and maintain.

~~ARTICLE VIII~~
~~Repair and Replacement~~

~~In the event of failure of or severe damage to any of the facilities provided for the purposes of this Agreement by either party for the benefit of the other, and for which facilities the other party has made payment under the provisions of Service Schedule "B" hereof; and further, where such failure of severe damage is not due to negligence by either party, the costs of repair or replacement of equipment so damaged shall be borne by the parties on the same proportions as the original cost allocation between the parties for the equipment repaired or replaced as evidenced by Service Schedule "B".~~

~~For the purposes of this provision, failure or severe damage shall not include deteriorations due to normal wear and tear or any failure or damage for which the cost of repair or replacement does not exceed \$100.00.~~

ARTICLE VIII*
Uncontrollable Forces

Neither party shall be considered to be in default with respect to any obligation hereunder if prevented from fulfilling such obligation by reason of

uncontrollable forces. The term "uncontrollable forces" shall be deemed for the purposes hereof to mean storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court of public authority, or other causes beyond the control of the party affected, which such party could not reasonably have been expected to avoid by exercise of due diligence and foresight and by provision of reserve facilities in accordance with good practices. Either party, if unable to fulfill any obligation by reason of uncontrollable forces, will exercise due diligence to remove such disability with reasonable dispatch.

ARTICLE ~~IX~~
Right to Serve

Nothing herein required or permitted and no agreement made hereunder shall affect the rights of either party within its service territory to serve consumers now being serviced or that it would hereafter be entitled to serve with its present existing facilities or those which it may hereafter construct.

ARTICLE ~~XI~~
Waivers

Any waiver at any time by either party of its rights under this ~~a~~Agreement or of any default of the other party shall not be deemed to be a waiver of any other right or default.

ARTICLE ~~XI~~
Miscellaneous

Section 1. The rights and obligations of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto but no assignment or transfer hereof shall relieve the party making such assignment or transfer from any of its obligations hereunder.

Section 2. The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons or

companies other than the two parties to this Agreement and the obligations herein assumed are solely for the use and benefit of the two parties to this Agreement.

Section 3. The parties hereto recognize that either party may, unless expressly prohibited herein, use part of all of the facilities which it provides for the purposes of this Agreement for other purposes, including interconnections with adjacent power systems of others not parties to this Agreement.

Section 4. It is the intent of this Agreement that the N.W. system should not be used in any manner such as to subject N.W. facilities to ad valorem tax under the laws of the State of Iowa.

Section 5. This Agreement shall be construed and the rights duties and obligations of each of the parties hereto shall be determined according to the laws of the State of Iowa.

Section 6. The parties to this Agreement hereby grant each other a license to construct, install, operate, maintain, replace or repair, any or all, upon property of the other such facilities as are necessary or desirable for the purpose of this contract. Said license shall remain in effect during the term of this contract and shall expire coincidentally therewith. Any facilities so installed shall be and remain the property of the party installing them, notwithstanding that the same may have been affixed to the premises, and the party installing them shall have reasonable time after the expiration of this license to remove its facilities so installed.

ARTICLE XII
Indemnity

Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, such Party's affiliates, and each of their respective directors, officers, employees, agents, and servants (collectively, "Indemnified Persons") from and against any and all third party claims or actions, threatened or filed, or other liability, loss, or damage and expense, including reasonable attorneys' fees and expenses, arising, or alleged to arise, from, or incident to, injury or damage to persons or property occasioned by, or in connection with, the

Indemnifying Party's own facilities, any obligation of, or work performed by, the Indemnifying Party under this Agreement, or the production or flow of electric power by or through the Indemnifying Party's facilities, in each case, except to the extent that such injury or damage is due to the negligence, gross negligence or willful misconduct of the other Party or its Indemnified Persons. In addition, each Party shall indemnify, defend and hold harmless the other Party and its Indemnified Persons against any taxes or other governmental charges that are such Party's responsibility.

ARTICLE XIII
Limitation on Liability

Unless expressly provided herein, neither Party shall be liable to the other Party for any punitive damages, except where such damages arise from gross negligence or intentional acts, or for any consequential, incidental, exemplary or indirect damages, lost profits or other business interruption damages of the other Party, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies (except with respect to punitive damages) and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive.

ARTICLE XIV
Severability and Jury Waiver

Each of the provisions of this Contract shall be enforceable independently of any other provision of this Contract and independent of any other claim or cause of action. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial

cannot be or has not been waived.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers or representative hereunto duly authorized, and their corporate seals to be hereunto affixed as of the day and year first above written.

MIDAMERICAN ENERGY~~IOWA POWER AND LIGHT~~

COMPANY

~~ATTEST:~~

Guy C. Gililus
Secretary

by ~~D. H. Swanson~~ John A. Guy
Vice President, Electric Delivery

N.W. ELECTRIC POWER COOPERATIVE, INC.

~~ATTEST:~~

Curtis L. Tunston
Secretary

by ~~John E. Buck~~ David McDowell
CEO/General Manager ~~President~~

SERVICE SCHEDULE A

Points of Interconnection and Facilities to be Provided

This Service Schedule "A" is agreed to on this ~~24th~~ ~~21th~~ ~~27th~~ ~~15th~~ ~~18th~~ ~~1st~~ ~~22nd~~ day of ~~June~~ ~~July~~ ~~July~~ ~~January~~ ~~January~~ ~~June~~ ~~September~~, ~~1970~~ ~~1971~~ ~~1973~~ ~~1975~~ ~~1989~~ ~~1994~~ ~~2020~~, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the ~~24th~~ ~~22nd~~ day of ~~June~~ ~~September~~, ~~1970~~ ~~2020~~, between MidAmerican Energy Company, successor in interest to Midwest Power Systems, Inc. (MidAmerican or Company) ~~f/k/a Iowa Power and Light Company (Company)~~ and N. W. Electric Power Cooperative, Inc. (N.W.).

Section A - Term of Schedule. This Service Schedule "A" shall become effective upon the ~~effective~~ date of its execution ~~the Interchange Agreement or on the effective date allowed by the proper regulatory authority, whichever occurs later,~~ and shall then supersede any Service Schedule "A" and amendments thereto effective under the Facilities Agreement and shall remain in effect until superseded by another Service Schedule "A".

Section B - Points of Interconnection. Interconnections covered by this Service Schedule "A" ~~follows~~ ~~shall include:~~

Point of Interconnection #1

Hamburg Interconnection

~~1.~~ The Hamburg Interconnection between Company and N.W. 69,000 volt transmission systems shall be at in the vicinity of the Hamburg Substation owned by N.W., which is located approximately in the center of Section 8, Franklin Township, Fremont County, Iowa. The Point of Interconnection for the Hamburg~~this~~ interconnection shall be at the first pole away from the Hamburg Substation of the 69,000 volt transmission line connecting that Ssubstation to the Company's substation at Sidney, Iowa. Power flows through this interconnection may be in either direction.

~~— Interconnection between the 13,000 volt bus at the Hamburg Substation located as hereinabove described and the Company's 13,000 volt distribution line as described in Section C, paragraph 2 in the vicinity of Hamburg, Iowa. The Point of Delivery for of this interconnection shall be at the point of attachment of the Company's 13,000 volt lines to the Hamburg Substation structure. Power flows through this interconnection will be from N.W.'s system to the Company system only.~~

~~2. Interconnection between the 69,000 volt system of N.W. in the vicinity of the Town of Coin, Iowa, and a distribution substation to be known as the South Page Substation, owned by the Company and located as hereinafter described. The Point of delivery for this interconnection shall be at the point of attachment of conductors supplying said substation to the strain hardware of a switching structure located in said line. Power flows through this interconnection will be from N.W.'s system to the Company's system only.~~

~~Section C~~ — Facilities to be provided by the Company. The Company will furnish, own and maintain:

1. A 69,000 volt transmission line between its 69,000 volt substation at Sidney, Iowa and the Hamburg Substation including all poles or other line supporting structures but not including the slack~~first~~ span of line conductors connecting the line~~adjacent~~ to the Hamburg Substation.
~~Two (2) A 13,000 volt distribution lines, one (1) between to serve the town of Hamburg and the Hamburg Substation; the other for rural area in the Company's service territory an undetermined point on the Company's 13,000 volt distribution system and the Hamburg Substation.~~
~~Two (2) A 13,000 volt circuit breakers designated as SJ206 and SJ205 for one of the two terminals required. Parts inventory will be the Company's responsibility. Maintenance labor of breaker SJ205 and SJ206 will be provided by N.W. the Company.~~
~~Solid state electronic watt-hour meters installed on the 69,000 volt and 13,000 volt terminals. Meters shall be for engineering data only and not for use as primary billing purposes. Pulse initiator KkWhH and KVARHkvarh, Form C, outputs will be provided to N.W. for engineering data use only.~~
~~Telephone service drop to solid state electronic electric metering equipment for remote access by the Company.~~
~~A 69,000 to 13,000 volt substation (South Page Substation) in the northwest corner of the southwest one-quarter of sSection 5, Township 67 N, Range 38 W, in Page County, Iowa, and a single-span 69,000 volt connection to the switching structure described in Section D, paragraph 7 hereof. Said substation shall include all metering facilities necessary for measurement of half-hourly kilowatt demand and kilowatt hours of energy delivered to said substation.~~
~~A three-way, three-phase, 69,00 volt pole-mounting type air break switch to be installed by N.W. under provisions of Section D, paragraph 7 hereof.~~

Section D — Facilities to be provided by N.W. N.W. will furnish, own, and maintain:

1. A 69,000 volt terminal at the Hamburg Substation for termination of the Company's 69,000 volt transmission line between Hamburg Substation and such terminal ~~Company's 69,000 volt substation at~~ and Sidney, Iowa.
2. The slack span of line conductors connecting the MidAmerican line to the Hamburg substation.
- ~~2-3.~~ Remotely controlled three-phase breakers ~~sectionalizing switches~~ on all 69,000 volt transmission lines entering the Hamburg Substation, as well as switches to isolate and bypass breakers for maintenance.
- ~~3-4.~~ A three-phase bus-tie breaker between sections of 69,000 volt bus work, as well as switches to isolate and bypass breaker for maintenance. ~~Two (2) A 13,000 volt terminals to include a circuit breaker at the Hamburg Substation for exclusive use by the Company for and which will be used to terminate~~ of two (2) a 13,000 volt distribution lines to be constructed by the Company under provisions of Section C, paragraphs 2 and 3 hereof. Each terminal will include a circuit breaker. One circuit breaker shall be provided by N.W. and designated as SJ205 and one circuit breaker shall be provided by the Company and designated as SJ206.
- ~~4-5.~~ All steel and buswork necessary for 69,000 volt substation equipment. ~~A transformer or transformers and associated electrical buswork for stepdown of voltage from 69,000 volts to 13,000 volts and for connecting the 69,000 and 13,000 volt terminals to be provided by N.W. at the Hamburg Substation and as further described herein. The capacity of 69,000 to 13,000 volt stepdown and 13,000 volt terminal facilities so provided shall be adequate to accommodate Company load demands of up to 3360~~ 8,400 kilowatts, which amount of capacity shall be furnished so long as this Agreement is in force and effect.

~~5-6.~~ Supervisory control equipment for control of 69,000 volt ~~switching~~ equipment at the Hamburg Substation from N.W.'s control center.

~~7. All billing m~~Metering and telemetering equipment at Hamburg Substation necessary for measurement and telemetering of continuous kilowatt demand and hourly kilowatt-hours, required by N.W. to record energy across the Hamburg interconnection~~except for communications channel equipment for exclusive use by the Company which may be installed by the Company.~~

~~Control building to house relaying and control equipment~~~~A three-way, 69,000 volt switching structure electrically connected to N.W.'s 69,000 volt line between Northboro, Iowa, and Hopkins, Missouri, and located in the vicinity of the southern limit of the town of Coin, Iowa. The three-way switch for said structure shall be furnished by the Company as hereinabove provided.~~

~~6-8. Three single phase 50 ampere regulators, three regulator by-pass switches and three 15 kV stand-off insulators installed by N.W. at the Hamburg Substation.~~

Operations

N.W. shall be responsible for jurisdictional control of all 69,000 volt breakers and switches at the Hamburg Substation. N.W. shall be responsible for functional control of all 69,000 volt breakers and switches at the Hamburg Substation, with the exception of switch #764. MidAmerican shall have functional control of switch #764, with operation only occurring following appropriate coordination with N.W.'s control center.

Maintenance

Each party shall be responsible for maintenance of the equipment they own at the Hamburg substation.

~~Executed as of the date first written hereinabove. This Service Schedule "A",~~
executed as of the date first written hereinabove.

MIDAMERICAN ENERGY IOWA POWER AND LIGHT

COMPANY

~~ATTEST:~~

~~Guy C. GililusL. J. SpurginChristopher R. Schneider~~ by
~~D. H. SwansonR. S. SchleberJohn A. GuyR. C. Engle~~
~~Assistant Secretary Sr.~~
~~Executive Vice President, Electric Delivery~~

N. W. ELECTRIC POWER COOPERATIVE, INC.

~~ATTEST:~~

~~Curtis L. TunstonJames O. GuestGene Dassel~~ by ~~John E. Buck~~
~~Charles C. MartinDavid McDowellDav R. Bujan~~
~~Secretary CEO/General~~
~~ManagerPresident~~

SERVICE SCHEDULE B

Points of Delivery and Facilities to be Provided~~Schedule of Payments~~

This Service Schedule "B" is agreed to on this ~~24th~~~~21st~~~~27th~~~~15th~~~~18th~~22nd day of ~~June~~~~July~~~~July~~~~January~~~~January~~September, ~~1970~~~~1971~~~~1973~~~~1975~~~~1989~~2020, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the ~~24th~~22nd day of ~~June~~September, ~~1970~~2020, between MidAmerican Energy Company, successor in interest to Midwest Power Systems, Inc., f/k/a Iowa Power and Light Company (MidAmerican or Company), and N. W. Electric Power Cooperative, Inc. (N.W.). ~~This Service Schedule "B" shall become effective upon the date of its execution and shall then supersede any Service Schedule "B" effective under the Facilities Agreement and shall remain in effect until superseded by another by Service Schedule "B".~~

Section A - Term of Schedule. This Service Schedule "B" shall become effective upon the date of its execution or on the effective date allowed by the proper regulatory authority, whichever occurs later, and shall then supersede any Service Schedule "B" and amendments thereto effective under the Agreement and shall remain in effect until superseded by another Service Schedule "B".

Section B - Points of Delivery. Points of Delivery covered by this Service Schedule "B" follow.

Point of Delivery #1

MidAmerican Hamburg Point of Delivery

The MidAmerican Hamburg Point of Delivery is located at the N.W. Hamburg Substation. The Point of Delivery shall be at the point at which jumpers originating from N.W. 69,000 volt buswork connect to the 69,000 volt switch #764 immediately upstream of the MidAmerican transformer. Power flows through this interconnection will be from N.W.'s system to the Company system only.

MidAmerican agrees that the maximum capacity of the Hamburg Point of Delivery shall be limited initially to 12 MW. If additional capacity is required to serve MidAmerican load, all costs associated with provision of such capacity shall be borne by MidAmerican, including direct costs necessary to implement a capacity addition at Hamburg and/or any transmission upgrades that may be required elsewhere on the N.W. system to serve MidAmerican load.

Facilities to be provided by the Company. The Company will own and maintain:

1. Facilities transferred from N.W. with 2020 Amendment and Restatement of Facilities Agreement¹:

- a) One (1) 13,000 volt transformer secondary circuit breaker
- b) Original control building.
- c) Original transformer foundation.
- d) Slack span from N.W. 69 kV structure to original 13 kV structure for transformer connection.
- e) 69 kV high-side transformer disconnect switch No. 764.

2. A new (2019) 69/13 kV transformer for service to MEC loads.

¹ All facilities transferred to MEC ownership under the 2020 amendment and restatement of the Facilities Agreement are provided by N.W. "as is". N.W. makes no warranties, expressed, implied, or otherwise, as to these facilities, and MEC agrees to hold N.W. harmless regarding any and all claims, injuries, damages, losses, or other suits arising from the future use of such facilities. MidAmerican shall have the right to inspect any facilities to be transferred.

3. Two (2) 13,000 volt terminals at the Hamburg Substation for exclusive use by the Company for termination of two (2) 13,000 volt distribution lines constructed by the Company under provisions of Section C, paragraphs 2 and 3 hereof. Each terminal will include a recloser.
4. Metering installed on the 13 kV side of MEC's transformer for telemetering MEC load into the Midcontinent Independent System Operator (MISO) Balancing Authority Area, dual-ported to allow both Parties access to data, as necessary to implement a Balancing Authority tie point.

Facilities to be provided by N.W. N.W. will furnish, own and maintain:

1. A 69,000 volt terminal at the Hamburg Substation for connection of the Company's 69/13 kV transformer for service to MidAmerican loads.
2. Jumpers from N.W. 69,000 volt buswork to MidAmerican 69,000 volt switch #764.

Operations

N.W. shall be responsible for jurisdictional control of all 69,000 volt breakers and switches at the Hamburg Substation. N.W. shall be responsible for functional control of all 69,000 volt breakers and switches at the Hamburg Substation, with the exception of switch #764. MidAmerican shall have functional control of switch #764, with operation only occurring following appropriate coordination with N.W.'s control center. MidAmerican shall also be responsible for jurisdictional and functional control of all devices downstream of switch #764.

Maintenance

Each party shall be responsible for maintenance of the equipment they own at the Hamburg substation on their respective sides of the Hamburg Point

of Delivery.

Point of Delivery #2

MidAmerican South Page Point of Delivery

The MidAmerican South Page Point of Delivery is located between the 69,000 volt system of N.W. in the vicinity of the Town of Coin, Iowa, and a distribution substation to be known as the South Page Substation, owned by the Company and located as hereinafter described. The Point of Delivery for this interconnection shall be at the point of attachment of conductors supplying said substation to the strain hardware of a three-way switching structure located in said line. Power flows through this interconnection will be from N.W.'s system to the Company's system only.

MidAmerican agrees that the maximum capacity of the South Page Point of Delivery shall be limited initially to 3 MW. If additional capacity is required to serve MidAmerican load, all costs associated with provision of such capacity shall be borne by MidAmerican, including direct costs necessary to implement a capacity addition at South Page and/or any transmission upgrades that may be required elsewhere on the N.W. system to serve MidAmerican load.

Facilities to be provided by the Company:

1. A 69,000 to 13,000 volt substation (South Page Substation) in the northwest corner of the southwest one-quarter of Section 5, Township 67 N, Range 38 W, in Page County, Iowa. Said substation shall include all metering facilities necessary for measurement of half-hourly kilowatt demand and kilowatt hours of energy delivered to said substation.
2. A single-span 69,000 volt connection to the three-way switching structure installed at the Point of Delivery.
3. A three-way, three-phase, 69,000 volt pole-mounting type air break switch to be owned and installed by N.W.

Facilities to be provided by N.W.:

1. Existing 69,000 volt transmission line running between Northboro, Iowa, and Hopkins, Missouri, located in the vicinity of the southern limit of the town of Coin, Iowa.
2. Installation of a three-way, three-phase, 69,000 volt switching structure as necessary to implement the connection at the Point of Delivery.

Operations

N.W. shall be responsible for jurisdictional control of the three-way 69,000 volt switches installed in the N.W. transmission line running between Northboro, Iowa, and Hopkins, Missouri as necessary to implement the Point of Delivery. N.W. shall be responsible for functional control of 69,000 volt switches #137 and #755. MidAmerican shall be responsible for functional control of 69,000 volt switch #SC63, with operation only occurring following appropriate coordination with N.W.'s control center. MidAmerican shall also be responsible for jurisdictional and functional control of all devices downstream of switch #SC63.

Maintenance

Each party shall be responsible for maintenance of the equipment on their respective sides of the South Page Point of Delivery.

This Service Schedule "B", executed as of the date first written hereinabove

MIDAMERICAN ENERGY COMPANY

by _____

John A. Guy
Vice President, Electric Delivery

N. W. ELECTRIC POWER COOPERATIVE

by _____

David McDowell
CEO/General Manager

SERVICE SCHEDULE C

Schedule of Payments

This Service Schedule "C" is agreed to on this 22nd day of September, 2020, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the 22nd day of September, 2020, between MidAmerican Energy Company, successor in interest to Iowa Power and Light Company (MidAmerican or Company) and N. W. Electric Power Cooperative Inc. (N.W.). This Service Schedule "C" shall become effective upon the date of its execution and shall then supersede any Service Schedule "C".

A. Prior Schedule of Payments

1. In accordance with prior Service Schedules, the Company has paid N.W. the following lump sums:
 1. \$20,342.50 for rights of use of N.W.'s 69 kV facilities at the Hamburg Substation during the term of the Agreement.
 2. \$23,539.43 as reimbursement for the cost of installing 13 kV terminal positions in the Hamburg Substation.
 3. \$1,571.22 as reimbursement for cost of installing a three-way 69 kV air break switch, furnished by the Company, which will provide a supply connection to the Company's South Page Substation.
 4. \$3,130.00 as a non-refundable contribution in aid of construction and installation of three single phase 50 ampere regulators and associated equipment at the Hamburg Substation.
 5. \$22,218.00 for rights of use of N.W.'s 69/13 kV facilities and an additional \$795.16 for transformer fans at the Hamburg Substation.
 6. \$99,241.19 for the rights of use of N.W.'s 69/13 kV facilities including the increase in transformation capacity at the Hamburg Substation during the term of the Agreement, determined according to the schedule below.

<u>Facilities</u>	<u>Total Cost</u>	<u>% Use By MidAmerican</u>	<u>Cost To MidAmerican</u>
69/13 kV Transformer and Appurtenances	\$ 124,051.48	80.0%	\$ 99,241.19

In accordance with prior Service Schedules, N.W. has paid Company the following lump sum:

1. N.W. and the Company agree to increase the 69/13 kV transformation capacity at the Hamburg Substation. As a part of an agreement to increase the 69/13 kV transformation capacity at Hamburg Substation, N.W. refunded to Company \$23,013.16 for prior payments related to transformation capacity and installation of transformer fans at the Hamburg Substation.

B. New Schedule of Payments

1. Hamburg Substation

In order to establish such facilities at Hamburg Substation as agreed to in the Letter Agreement between the Parties dated May 10, 2018 and reflected in Schedules A and B above (Hamburg Interconnection and MidAmerican Hamburg Point of Delivery), MidAmerican agrees to pay N.W. the sum of \$1,273,750.00, which sum is based on estimates of the costs of such facilities, as shown in the Table 1 below.

TABLE 1

<u>Functional Cost Breakdown</u>	<u>Estimate</u>	<u>N.W. Share</u>	<u>MidAmerican Share</u>	<u>N.W. Cost</u>	<u>MidAmerican Cost</u>	<u>Total</u>
Linden terminal	\$ 315,000.00	100.0%	0.0%	\$ 315,000.00	\$ -	\$ 315,000.00
Site expansion for new high & low side	175,000.00	50.0%	50.0%	87,500.00	87,500.00	175,000.00
New high side structure	260,000.00	25.0%	75.0%	65,000.00	195,000.00	260,000.00
New low side structure & transformer foundation	525,000.00	25.0%	75.0%	131,250.00	393,750.00	525,000.00
Breaker for Mid-American high-side protection	120,000.00	0.0%	100.0%	-	120,000.00	120,000.00
Remainder of substation rehab work	955,000.00	50.0%	50.0%	477,500.00	477,500.00	955,000.00
Total	\$2,350,000.00			\$1,076,250.00	\$1,273,750.00	\$2,350,000.00

The above lump sum payment of \$1,273,750.00 shall be considered a payment in lieu of transmission service, granting MidAmerican rights equivalent to ownership for the term of the Agreement, as necessary to provide

a contractual path through N.W.'s Hamburg Substation for delivery of energy to the MidAmerican Hamburg Point of Delivery.

Operation and maintenance (O&M) costs of facilities pertinent to service unique to a single Party shall be the responsibility of that Party. This includes all costs associated with 69/13 kV transformers, transformer protection (including disconnecting switch), and all costs associated with 13 kV service to load, whether routine O&M or major replacements/repairs.

All costs, including routine O&M costs and capital costs to replace major equipment (failed instrument transformers, relaying, breakers, switches, etc.) associated with the remaining 69 kV facilities and other shared facilities (including the control building housing pertinent relays and control equipment, site work, fencing, etc.) at the Hamburg Substation shall be split equally between the Parties.

2. South Page Substation Point of Delivery

MidAmerican agrees to pay wheeling fees for transmission service to the South Page Point of Delivery for the term of the First Amended and Restated Facilities Agreement, pursuant to N.W.'s current rates to other customers (reference Service Schedule "D"). Such wheeling fees shall be effective as of January 1, 2019 at the then-current wheeling rates.

MidAmerican further agrees to pay any O&M costs incurred on the 69 kV pole-mounted switch or associated switch structure, as well as any costs associated with relocation, replacement or modification of these facilities, provided such relocation, replacement or modification is approved by consensus of the Operating Committee.

This Service Schedule "C", executed as of the date first written herein above.

N.W. and the Company agree to increase the 69/13 kV transformation capacity at the Hamburg Substation. As a part of this agreement, N.W. will refund to the Company \$23,013.16 for prior payments related to transformation capacity and installation of transformer fans at the Hamburg Substation.

The Company agrees to pay N.W. the lump sum of 20,342 and 50/100 dollars for the use of its 69 kV facilities at the Hamburg Substation during the term of the agreement, determined according to the schedule provided below. Payment will be made by the Company within 30 days of its utilization of these N.W. facilities.

<u>Facilities</u>	<u>Total Cost</u>	<u>% Use by IP&L</u>	<u>Cost to IP&L</u>
<u>69 kV structures</u>			
<u>And equipment</u>	<u>\$40,684.99</u>	<u>50</u>	<u>\$20,342.50</u>

The Company agrees to pay N.W. the lump sum of 17,774 and 40/100\$99,241.19 dollars for the use of its 69/13 kV facilities including the increase in transformation capacity at the Hamburg Substation during the term of the agreement, determined according to the schedule provided below. Payment will be made by the Company within 30 days of its utilization of these N.W. facilities but not later than July 1, 1971.

<u>Facilities</u>	<u>Total Cost</u>	<u>% Use by IP&L</u>	<u>Cost to IP&L</u>
<u>69/13 kV transformer</u>			
<u>and appurtenances</u>	<u>\$29124,051624.4800</u>		<u>6080</u>
	<u>\$9917,241774.1940</u>		

The Company agrees to pay N.W. for a terminal position at 13 kV in the Hamburg Substation when said terminal position is in place and being utilized. One hundred per cent of the cost of this terminal position will be paid by the Company to N.W. within 30 days of its utilization of these N.W. facilities but

~~no later than July 1, 1971. The Company agrees to pay N.W. the lump sum of \$1,571.22 dollars as reimbursement for cost of installing a three-way 69,000 volt air-break switch furnished by the Company and which will provide a supply connection to the Company's South Page Substation within 30 days of its utilization of said switch but not later than August 1, 1971.~~

~~Executed as of the date first written herein above.~~

MIDAMERICAN ENERGY~~IOWA POWER AND LIGHT~~

COMPANY

~~ATTEST:~~

~~Guy C. Gililus~~L. J. Spurgin by

~~D. H. Swanson~~R. S. Schleber
Assistant Secretary

Sr. Vice

President, Electric Delivery

N. W. ELECTRIC POWER COOPERATIVE, INC.

~~ATTEST:~~

~~Curtis L. Tunston~~James O. Guest by

~~John E. Buck~~Charles C. Martin
Secretary
PresidentCEO/General Manager

N.W. ELECTRIC POWER COOPERATIVE
Transformer Capacity Increases
Hamburg Substation
80% Company - 20% NWEPC

<u>Transformer Costs:</u>	<u>100%</u>	<u>Company 80%</u>
<u>ASEA, 7500/10,500 KVA, S/N A6789</u>	<u>\$111,562.52</u>	<u>\$ 89,250.02</u>

Moving & Installation Costs:

<u>Work Order 186.1 #53</u>	<u>\$8,915.82</u>	
<u>Materials</u>	<u>\$ 19.44</u>	
<u>(includes retirements)</u>		
<u>Transportation</u>	<u>\$1,066.87</u>	
<u>Belger Transportation</u>	<u>\$1,623.56</u>	
<u>Meals, Lodging, etc.</u>	<u>\$ 863.27</u>	
<u>Subtotals</u>	<u>\$ 12,488.96</u>	<u>\$ 9,991.17</u>
	<u>\$124,051.48</u>	<u>\$ 99,241.19</u>

Company Transformer Credit:

<u>Westinghouse 5000/7000 KVA, S/N PFP-1431</u>	<u>(\$ 22,218.00)</u>
<u>Addition of Fans Feb. 15, 1985 - 60%</u>	<u>(\$ 795.16)</u>
<u>TOTAL AMOUNT DUE N.W.</u>	<u>\$ 76,228.03</u>

SERVICE SCHEDULE D

N.W. Rates for Wheeling Service

This Service Schedule "D" is agreed to on this 22nd day of September, 2020, to be effective under and as a part of the First Amended and Restated Facilities Agreement dated the 22nd day of September, 2020, between MidAmerican Energy Company, successor in interest to Iowa Power and Light Company (MidAmerican or Company) and N. W. Electric Power Cooperative, Inc. (N.W.).

The rate for N.W.'s transmission service shall be applied on a kilowatt-hour (kWh) basis for each kWh. The rate per kWh shall be determined each year by application of the following formula:

$$\underline{13.2 \text{ kV Rate per kWh} = (A - B + C) / D}$$

Where:

A = Total Cost of Electric Service (Line 26 - N.W.'s RUS Form 12a)

B = Total Power Purchased (Line 21 - N.W.'s RUS Form 12c)

C = Secondary Credits from Associated (Associated - N.W. Electric Power Coordination Agreement)

D = Total Member Firm kWh's Delivered by N.W.

69 kV Rate per kWh = 13.2 kV Rate per kWh above, less a discount of 25%; provided, however, said discount shall not exceed 1.35 mills per kWh.

The rate shall apply to the current year service and be determined using the previous calendar year data. For 2020, the 13.2 kV rate is 10.42 mills per kWh and the 69 kV rate is 9.07 mills per kWh. This rate shall be applied to the energy scheduled for delivery by MidAmerican and delivered to and from each Point of Delivery. The rate formula may be changed by mutual agreement.

This Service Schedule "D", executed as of the date first written herein above.

MIDAMERICAN ENERGY COMPANY

by _____

John A. Guy
Vice President, Electric Delivery

N. W. ELECTRIC POWER COOPERATIVE, INC.

by _____

David McDowell
CEO/General Manager