MidAmerican Energy Company
Illinois Customer Choice Suppliers' Handbook
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Preface

Together with other stakeholders in Illinois Customer Choice, MidAmerican Energy Company (MEC) has contributed to the development of the regulations, policies and guidelines that will define the new marketplace. This handbook has been prepared by MidAmerican as a guide to Retail Electric Suppliers (RESs) that wish to take delivery services from MidAmerican in this new environment. It is intended to be a comprehensive overview of procedures, and is not a substitute for the official publications whose provisions may be summarized or referenced herein, and which will govern electrical energy delivery in Illinois. Source publications include state legislation, Illinois Commerce Commission (ICC) rulings and approved tariffs, MidAmerican's Federal Energy Regulatory Commission (FERC) jurisdictional Open Access Transmission Tariff (OATT) or applicable regional FERC jurisdictional OATT, and the policies and procedures of the Mid-America Interconnected Network (MAIN) and the Mid-Continent Area Power Pool (MAPP). The RES is strongly encouraged to be familiar with the relevant publications because their provisions, not this handbook, will control the conduct of business in the restructured electric energy environment in Illinois.

Note that while this manual represents a current overview, MidAmerican anticipates that modifications may be required as the marketplace evolves.

Introduction: Business Relationships in the Illinois Choice Marketplace

The introduction of competition into the Illinois electric energy market has resulted in changes in the business roles of traditional participants and fostered the emergence and involvement of new players. MidAmerican has concentrated considerable effort and investment on reforming outmoded business processes and policies, and installing the new systems necessary to provide highly reliable cost-based delivery services to customers in the new environment.

MidAmerican's Role
In its restructured role, MidAmerican will continue to own and operate electric transmission and distribution facilities. However, the manner in which these assets are employed is changing in some fundamental ways. MidAmerican will provide open access to its transmission and distribution systems, and will provide energy delivery services to eligible RESs on a nondiscriminatory basis while retaining responsibility for the safety and reliability of these systems. Also, unless the customer has contracted for metering services with an alternative Meter Service Provider (MSP), MidAmerican will continue to own, maintain and read meters within its territory, and provide billing and billing-related services.

RES's Role
RESs, which include Alternative Retail Electric Suppliers (ARESs), Illinois utilities and Customer Self-Managers (CSMs), will be invited to market their energy services to end-use customers in Illinois and may arrange for the delivery of energy from sources of their choice on a nondiscriminatory basis according to applicable tariffs, regulations and policies.

End Use Customer's Role
Consumer participation in Illinois Customer Choice has been phased-in beginning with qualifying commercial customers on Oct. 1, 1999. All nonresidential customers were eligible at December 31, 2000, and residential customers are eligible as of May 1, 2002. Eligible customers may select an energy supplier from among those registered to offer service in Illinois. Their Power and Energy will be delivered by the Distribution Service Provider (DSP) in whose territory they reside. The RES may offer a Customer the choice of receiving two bills, one for energy from their RES and one for Delivery Services from their DSP (MEC in this case) or one consolidated bill from their RES.

Definitions

Alternative Retail Electric Supplier (ARES)
Has the same meaning as the definition stated in Section 16-102 of the Electric Service Customer Choice and Rate Relief Act of 1997.

Bundled Tariff Rates
Full service bundled rates that are in effect and on file with the Illinois Commerce Commission which apply to Customers taking service from MEC that are not taking Delivery Service from MEC as defined in MEC's Ill. C. C. No. 1 Schedule of Rates for Electric Service in Illinois.

Bundled Tariff Service
Full service bundled rates, terms and conditions that are in effect and on file with the Illinois Commerce Commission applying to Customers taking service from MEC that are not taking Delivery Service from MEC as defined in MEC's Ill. C. C. No. 1 Schedule of Rates for Electric Service in Illinois.

Control Area
An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

1. Match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s)
2. Maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice
3. Maintain the frequency of the electric power system(s)
4. Provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice

Customer
Has same meaning as "Retail Customer" as defined in Section 16-102 of the Electric Service Customer Choice and Rate Relief Act of 1997.

Customer Self-Manager (CSM)
A Customer that registers with MEC for the purpose of arranging for and acquiring their own supply of Power and Energy for use at the Customer's premise.

Delivery Services
Those services provided by MEC that are necessary in order for the transmission and distribution systems to function so that retail Customers located in MEC's service territory can receive Power and Energy from Retail Energy Suppliers (RESs).

Delivery Services Customer
Any Retail Customer as defined in Section 16-102 of the Electric Service Customer Choice and Rate Relief Act of 1997 (or their designated agent) taking Delivery Services under Tariff Schedule EDS.

Direct Access Service Request (DASR)
The form used to process Customer switching information transmitted by Suppliers and MEC.

Electric Utility
A public utility, as defined in Section 3-105 of the Electric Service Customer Choice and Rate Relief Act of 1997, that has a franchise, license, permit or right to furnish or sell electricity to retail Customers within an Illinois service area.

Emergency Default Service
Short-term full service bundled offering available to any Delivery Services Customer taking service under Tariff Schedule EDS that loses their supply of Power and Energy as defined in Tariff Schedule EDS.

Energy Supply Coordinator
A single entity that manages the acquisition of Power and Energy, and Delivery Services for a Customer when that Customer takes Power and Energy services from more than one Supplier, or an from entity that aggregates Customers. The Energy Supply Coordinator will be the single point of contact with MEC for the Customer related to all matters of provision of Delivery Service.

Good Utility Practice
Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Letter of Agency (LOA)
A document, as described in Section 2EE(2) of the Consumer Fraud and Deceptive Practices Act, whose sole purpose is to authorize a change in the Supplier of Power and Energy.

Meter Service Provider (MSP)
An entity other than the Company that is registered with the Company to provide Metering Services to Customers on the Company's delivery system. MSPs can be:

- ARES (must be certified with the Commission);
- Other entities certified with the Commission to provide unbundled Metering Services.

Open Access Transmission Tariff (OATT)
Tariff on file with the Federal Regulatory Energy Commission (FERC) and under the jurisdiction of the FERC that specifies the rates, terms, and conditions for the provision of transmission and ancillary services on MEC's transmission system.

Power and Energy
The generation component of electric service, not to include Delivery Services.

Retail Electric Supplier (RES)
An ARES, an Illinois electric utility other than the DSP, or another non-utility entity authorized by law to provide electric Power and Energy at retail to a Delivery Services Customer.

SEDS
The Supplier Energy Delivery Service Tariff Schedule.

Small Commercial Customer
A nonresidential Customer consuming 15,000 kWh or less annually.

Supplier
An entity other than MEC that is registered with MEC to provide Power and Energy to Customers on MEC's delivery system. A Supplier can be:

- An ARES (must be registered with the ICC)
- An Electric Utility in Illinois

Transmission Customer
Any eligible Customer (or its designated agent) that has executed a service agreement under MEC's OATT, in effect by approval of the FERC.

1. Supplier Education

If necessary, formal or informal supplier training sessions may be arranged with MidAmerican Delivery Services.

2. Supplier Eligibility

2.1 ARES

To be eligible to take delivery services from MEC an ARES must meet the following requirements:

- An ARES must be certified by the ICC and receive an ICC certification number to provide energy services in the State of Illinois.
- An ARES must successfully register and maintain qualifications for registration with MEC to provide energy services to Customers on MEC's delivery system in accordance with the supplier registration procedures described in the Supplier Energy Delivery Service (SEDS) Tariff Schedule SEDS and the applicable rules of the ICC. For more information on these procedures, see Section 3 - Supplier Registration.

2.2 Electric Utilities

To be eligible to take delivery services from MEC an Illinois electric utility must successfully register and maintain qualifications for registration with MEC to provide energy services to Customers on MEC's delivery system in accordance with the Supplier Registration procedures described in Tariff Schedule SEDS. For more information on these procedures, see Section 3 - Supplier Registration.

2.3 Customer Self-Managers

Customers who wish to be eligible to take delivery services from MEC under Tariff Schedule SEDS as Customer Self-Managers must successfully register and maintain qualifications for registration with MEC in accordance with the supplier registration procedures described in Tariff Schedule SEDS. For more information on these procedures, see Section 3 - Supplier Registration.

3. Supplier Registration

3.1 ARES and Electric Utilities

ARES and Electric Utilities that wish to take delivery services under Tariff Schedule SEDS must complete a registration process by filing the following information with MEC at the address shown in Section 3.5 below:

- Name and address
- ICC certification number (if applicable)*
- Federal and state tax identification numbers
- Dun and Bradstreet identification number
- Reciprocal Delivery Service access information (if applicable)
- Certified copy of articles of incorporation, partnership, etc. (if applicable)
- Evidence of qualification to do business in Illinois
- Evidence of certification by the ICC (ARES only)
- Transmission Customer arrangements under the OATT (see OATT Requirements below)
- Credit information (see Section 3.2 below)
- Name and address of registered agent for service in Illinois

A Supplier Registration form is attached as Exhibit A and is to be used to provide those of the above requirements listed on the form.

This information must be provided to MEC no later than 60 days prior to the date the Supplier intends to begin providing Power and Energy to Customers on MEC's delivery system, and at least 15 days prior to the submission of an enrollment Direct Access Service Request (DASR) form to MEC. MidAmerican will send confirmation of receipt of the registration request and an indication whether the request is complete and valid to each Supplier making a request within five working days of receipt of the information. The confirmation of receipt will include the name of a point of contact at MEC.

3.2 Creditworthiness Standards

All suppliers taking delivery service under Tariff Schedule SEDS shall meet the following credit standards:

- Adequate assurance of payment will be assumed for Suppliers whose senior debt is rated "investment grade" by any of the following investor services or their successor companies:
  - Moody's Investor Service, Inc.
  - Standard and Poor's Ratings Group
  - Duff & Phelps Credit Rating Co.
  - Fitch IBCA
- If there is a conflict among the ratings assigned by the various investor services, adequate assurance of payment will be determined, based on the lowest assigned rating.
- For any Supplier whose senior debt is not rated "investment grade," adequate assurance must be provided by an irrevocable standby letter of credit drawn on a bank acceptable to MEC. The following is a list of requirements that are applicable to the letter of credit:

- MidAmerican Energy Company must be named as the beneficiary on the letter of credit.
- The bank issuing the letter of credit must be a commercial bank chartered in the United States, having a total equity capital of not less than $50 million, with offices located in MEC's delivery service territory.
    - The requirement for the issuing bank to have offices in MEC's delivery service territory will be waived if the letter of credit provides for electronic or fax delivery of any pertinent documentation.
- MEC's written consent is required to modify or revoke the letter of credit.
- Payment by the issuer is authorized, upon demand, if the Supplier is in default of any payment obligation owed to MEC. Notice of default is sufficient documentation for an issuer to honor a demand for payment.
- The minimum dollar amount of the letter of credit will be twice the maximum amount expected to be due MEC in any monthly billing cycle.

Where an irrevocable letter of credit is required, Suppliers will not be eligible to provide service under Tariff Schedule SEDS until such letter, signed by the issuer, is received.

3.3 Customer Self-Managers

Customers who wish to take service under Tariff Schedule SEDS as CSMs must complete a registration process with MEC. Customers registering as CSMs must provide the following information to the address in Section 3.5 below:

- Name and address as it appears on Customer's bill statement from MEC
- Phone number of Customer contact person
- Transmission Customer arrangements under the OATT

This information must be provided to MEC no later than 60 days prior to the date the Customer intends to start purchasing services under the SEDS tariff.

Within five working days of receiving the registration information, MEC will send a confirmation of receipt, indicating whether the request is complete and valid to each requesting CSM. The confirmation of receipt will include the name of an MEC contact person.

3.4 OATT Requirements

As a condition of registration with MEC, Suppliers and CSMs must demonstrate satisfaction of one of two conditions regarding the provision of transmission service under the applicable OATT:

- The Supplier is a Transmission Customer under the OATT, or
- The Supplier has made arrangements to provide transmission service through an entity that is a Transmission Customer under the OATT

A Supplier who does not satisfy either of these conditions and desires to become a Transmission Customer under the OATT, should indicate this intention in the cover of their registration filing and include additional documentation as indicated below, as necessary.

- Creditworthiness is one requirement for OATT eligibility. Credit standards for OATT eligibility are the same as those for registration with MEC (see Section 3.2 above). In addition, those registrants who are, by FERC definition, *power marketers,* must provide a copy of the FERC order approving their Market-Based Power Sales Tariff (Federal Power Marketing Agencies). This documentation must be submitted with the power marketer's registration materials. When a Supplier's credit and power marketer status (if required) have been verified, MEC will give written notice to the Supplier of OATT eligibility and notify MAPP.

- A Transmission Customer must also be a registered user of MidAmerican's Open Access Same-time Information System (OASIS) homepage at the Mid-Continent Area Power Pool (MAPP) Website. The Supplier should register for OASIS access as soon as possible to minimize delays. Registration includes a request for the TradeWave™ Internet security certificate, available from TradeWave™ at a nominal fee. TradeWave™ administers this process for all utilities on the MAPP OASIS. Registration instructions are on the Web at
  <**http://mapp.oasis.mapp.org/OASIS/NODE**>,
  and are attached as Exhibit C. For Suppliers who do not have access to MEC's OASIS homepage as Transmission Customers at the time of their OATT application, MEC will notify the MAPP OASIS node administrator to allow access as soon as OATT eligibility requirements are met.

3.5 Registration Contact Address

Registration materials should be directed to the following address:

MidAmerican Energy Company
One RiverCenter Place
P.O. Box 4350
Davenport, IA 52801-4350
Attn: Sr. Transmission Analyst – DAV8

3.6 Service Agreements

As a condition of service under Tariff Schedule SEDS, Suppliers and CSMs are required to enter into a service agreement with MEC. A service agreement will be tendered to the Supplier upon approval of the Supplier's registration. A copy of the form service agreement is attached as Exhibit B. The following issues are addressed in the terms of this agreement:

- Identification of Transmission Customer for OATT services associated with Tariff Schedule SEDS
- Identification of scheduling agent
- Identification of Energy Supply Coordinator, if required
- Prices, terms and conditions, and procedures for electronic exchange of information (EDI)
- Emergency point of contact and phone number available on a 24-hour basis
- Proof that the Supplier or CSM has made arrangements to assign responsibility for reporting Customer loads served to a NERC Regional Reliability Council. (Proof must be found acceptable by the Mid-Continent Area Power Pool or its successor so as to

relieve MEC of load reporting responsibility and any capacity obligation for backup supply service)
- Description of Dynamic Scheduling arrangements, if required

Service agreements need not be filed with the ICC except upon the request of the ICC for dispute resolution.

3.7 Reciprocity
ARESs registering with MEC to provide Power and Energy on MEC's delivery system shall be subject to all reciprocity provisions specified in Section 16-115 of the Act and in Section 6 of the Common Service Provisions of MEC's OATT.

3.8 Cancellation
MEC reserves the right to cancel the registration of any Supplier or CSM for any of the following reasons:

- Failure to submit good faith schedules (see Section 13.5 – Scheduling, Good Faith Scheduling)
- Failure to acquire emergency supply and/or backup supply services (see Sections 17.4 - Operational Issues, Emergency Energy, and 17.5, Backup Supply)
- Failure to properly report end-use load obligations (see Subsection 3.6 above and Section 17.2 - Operational Issues, Load Reporting Responsibilities)
- Failure to pay on a timely basis for Company-supplied Delivery Services
- Declaration of bankruptcy
- Loss of ICC certification

This list may be expanded as necessary, subject to any required ICC and/or FERC approval.

4. Obtaining Customer Information

4.1 Letter of Agency
Historical Customer usage information may be requested by a Customer, a Supplier or an agent acting on the Customer's behalf. To obtain this information, a non-Customer requestor must have received verifiable authorization from the Customer, which may take the form of a Letter of Agency ("LOA" - see Section 5.5 – Customer Switching–The DASR, Customer Authorization to Switch–Letter of Agency), or other contract containing substantially the same information as the Letter of Agency. MidAmerican will not require presentation of an LOA before releasing customer usage information, but the LOA (or acceptable substitute document) must be available for presentation upon request.

4.2 Blocking Requests If a Customer requests that their historical account information not be released, MEC shall block the release of such specific information. Requests to block can be made via telephone or in writing. Requests to remove blocks will only be accepted in writing. An LOA will be sufficient to unblock the release of Customer information.

4.3 Customer Data Needed to Fulfill Request
To request historical usage information for a specific Customer, a requesting party (other than the Customer) must provide the following information for the Customer for which such information is requested:

- Meter number (only one required for accounts with multiple meters)
- Distribution company account number

4.4 Information to be Provided
MEC will make available the following Customer information to requesting parties to the extent it is readily obtainable:

- Usage history for the previous 24 months (energy and demand)
- Load profile assignments (for load profiled Customers)
- Hourly load information (for non load profiled Customers)
- Delivery rate classification
- Dates of service

For EDI requests, this information will be provided no later than 5 days after receipt and validation of the request and will be provided for the current Customer only. Usage information for a requested account that does not pertain to the Customer currently taking service at that premise will not be provided.

Information will be provided one time only per Customer authorization.

This same information is available on-line through MidAmerican Energy Company's Website, www.midamericanenergy.com, by clicking on the Energy Choice button in the left margin.

4.5 Fees

MEC will charge all requesting parties (with the exception of Customers) $5.00 per meter for providing Customer information, except for summary (non-interval) data, which is available at no charge through the MidAmerican Website.

A more detailed description of MidAmerican's policy and procedures regarding the release of customer information can be found in the Supplier Info section on MidAmerican's Energy Choice Website,- http://www.midamericanenergy.com (Click on the Energy Choice button).

5. Customer Switching – The DASR

5.1 DASR Requirements

For a Supplier/CSM to provide Power and Energy service to a Customer, a Direct Access Service Request (DASR) must be submitted to MEC by that Supplier/CSM. DASRs will be accepted only from Suppliers/CSMs registered with MEC (see Section 3 - Supplier Registration). Submission of the DASR will be an EDI transaction (see Section 7 – Electronic Data Interchange (EDI)), and must include the following information to be accepted:

- Customer name
- Customer address
- Meter number
- Customer account number
- Flag to request historical usage
- Flag for multiple Suppliers
- Billing option identifier
- EDI sender and receiver identifiers (if required)
- Requested beginning date of service to the Customer
- Energy supply coordinator (if required)
  - Name
  - Address
  - Phone number

Each DASR received must contain information for only one Customer account number. If multiple meters assigned to a single account, all will be switched to the new Supplier unless MEC is notified otherwise.

5.2 DASR Timing

MEC must receive DASR information no earlier than 45 calendar days and no later than 7 calendar days prior to the start date of service. Requests received outside this time frame will be rejected.

5.3 Fees

MEC will charge Suppliers $5.00 per DASR for processing DASR forms and recording Customer switch information. Where possible, MEC will accommodate requests for non-normal customer switch dates, charging an additional fee for this service of $8.50 per account for EDI requests and $15.00 per account for non-EDI requests.

5.4 Switch Dates

Normal switch dates for Customers whose DASR forms have been accepted will be the Customer's next regularly scheduled Company meter read date conforming to the time frames described in Section 5.2 above. Company meter read schedules will be available to Suppliers at no charge at the time of Supplier registration with MEC, and are also available in the Supplier Info section on MidAmerican's Energy Choice Website, http://www.midamericanenergy.com (Click on the Energy Choice button).

DASRs received with an effective date either one business day before, or 1 or 2 business days after, the scheduled meter read date will be processed as "on-cycle" so that the effective date is set to the scheduled meter read date at no additional fee.

5.5 Customer Authorization to Switch – Letter of Agency (LOA)
Before submitting a DASR, the Supplier must obtain written authorization from the Customer in a signed Letter of Agency (LOA) or other contract substantially containing the terms an LOA. Completed LOA forms must be provided to MEC upon request. LOA forms must be signed by the Customer and contain the following information:

- Date of agreement
- Customer of record
- Service address
- Mailing address
- Account number
- Meter number
- Acknowledgement of the Customer's desire to switch
- Customer signature

5.6 Multiple DASRs
The first DASR form received for an individual account in each billing period will be processed. Once a DASR has been accepted, any subsequent DASRs received within the same billing period will be rejected. If a valid rescinding DASR is received for the initial valid DASR in a timely manner, the first DASR filed after the date of rescission will be accepted as long as it complies with the time frames described in Section 5.2 above.

5.7 Supplier Disclosures
The following information must be disclosed to a Customer by a Supplier in the terms and conditions of an agreement for the purchase of Power and Energy between that Customer and Supplier:

- The rate charged by the Supplier and the existence of any additional charges which the Customer may be required to pay in order to complete Delivery Services transactions
- The LOA authorizes the Supplier to receive historical usage data from MEC
- Unless otherwise agreed, all electric Power and Energy associated with the account number provided in the DASR will be switched
- Specifications of any charges that may be assessed by the Supplier for switching Suppliers
- Disclosure that additional charges may apply

5.8 Notification to Customer of Pending Switch
MEC will notify Customers by U.S. mail of DASR approval and that they will be switched to an alternative Supplier. If, after receiving a confirmation letter, a Customer contacts MEC indicating that they do not want to switch to the Supplier indicated in the confirmation letter, the Customer will be instructed that they must contact the Supplier to resolve the dispute.

5.9 Notification to Supplier of Pending Switch
After processing a DASR, MEC will notify the Customer's current Supplier that the Customer will be purchasing Power and Energy from a new Supplier. MEC will provide to both new and current Supplier the date when the Customer will begin receiving Power and Energy from a new Supplier. No cancellation DASR is required from a current Supplier when a new enrollment DASR is provided by a new Supplier for subsequent billing months, however a cancellation DASR is required to voluntarily terminate a current Customer's supply of Power and Energy.

5.10 New or Moving Customers
For switching procedures for new Customers or Customers who move from a premise within MEC's service territory, see Section 6 - Turn-On/Turn-Off .

5.11 Switching of Load to Multiple Suppliers
Delivery Services Customers may elect to purchase Power and Energy from multiple Suppliers under the condition that the Customer designates a single Energy Supply Coordinator to interface with MEC. Information concerning the designation of the Energy Supply Coordinator must be submitted in conjunction with the submittal of the applicable DASR. The Energy Supply Coordinator must be a Transmission Customer under the OATT. OATT contractual relationships will be only between MEC and the Transmission Customer that has confirmed transmission service and ancillary service reservations under the OATT.

5.12 Partial Service
Delivery Services Customers may purchase a portion of their Power and Energy requirements under Delivery Services tariffs and part of their service from MEC under Bundled Tariff Rates. Customers must identify the portion of their load to be served under this Partial Service tariff by one of the following methods or another method mutually agreeable to MEC and the Customer:

- Option 1: Separate metering will be utilized for the loads served by MEC under this price schedule.
- Option 2: Loads served by MEC under this price schedule shall be a constant percentage of the Customer's total load each hour.
- Option 3: All customer loads up to a specified constant load level in each hour will be served by MEC under this price schedule.
- Option 4: All customer loads greater than a specified constant load level in each hour will be served by MEC under this price schedule.
- Power and Energy purchased under Options #1 and #2 will be served at the bundled rate that would apply if all service were provided by MEC, with minimum demand requirements being waived.
- Power and Energy purchased under Options #3 and #4 will be served under Rider No. 17, Non-residential Real Time Pricing of Ill. C. C. No. 1, with minimum demand requirements being waived and RTP Basic Service Charges prorated based on the percentage of the Customer's total energy usage purchased under this price schedule.

Delivery Services Customers purchasing partial Power and Energy requirements from a Supplier must have interval recording meters installed on the Customer's premise. Charges for meter

upgrades associated with this service, if required, will apply as stated in the Metering section of Tariff Schedule SEDS. The charge for partial loads purchased from MEC is specified in the Rates section of Tariff Schedule EDS.

A Delivery Services Customers purchasing partial Power and Energy requirements from a Supplier must designate a single Energy Supply Coordinator to interface with MEC. Information concerning the designation of the Energy Supply Coordinator must be submitted in conjunction with the submittal of the applicable DASR. The Energy Supply Coordinator must be a Transmission Customer under the OATT. OATT contractual relationships will be only between MEC and the Transmission Customer that has confirmed transmission service and ancillary service reservations under the OATT.

6. Turn-on/Turn-off

Applications for new service with MEC or for changes of service premise shall be governed by the same rules as those prescribed by MEC under Bundled Tariff Service, subject to the additional terms and conditions discussed in this section.

6.1 General

- MEC will be responsible for all physical connections of service (see Sections 6.4 and 6.5 below).
- Suppliers will not be allowed to connect Customers to MEC's delivery system (see Sections 6.4 and 6.5 below).
- Requests for commencement of service can be received from a Customer's Supplier or from a Customer Self-Manager.
- Requests for commencement of service by the Customer's Supplier must be made by submitting a DASR to MEC as governed by the Customer Switching rules of Tariff Schedule SEDS (see Section 5 – Customer Switching–The DASR).

6.2 New Customers

Upon application for service, Customers eligible for Delivery Service will be provided a list of Suppliers authorized to offer Power and Energy on MEC's delivery system. The information will include Supplier name, address and phone number.

A Supplier who has successfully marketed Power and Energy to an eligible Customer who is not currently taking service on MEC's distribution system must submit a DASR to MEC in order to establish such service.

Unless MEC receives an approved DASR from a Supplier for a new customer, MEC will provide Bundled Tariff Service to that Customer under its applicable bundled tariff rates.

6.3 Moving Customers

If a Customer applies for turn-on of service and is already being provided Power and Energy by a Supplier at a previous location within MEC's distribution system, a DASR must be submitted to maintain service from that Supplier. Changes in such Customer's account resulting from a new application of service will be forwarded to that Customer's Supplier.

6.4 Disconnection of Customers

Disconnection provisions under Tariff Schedule SEDS schedule shall be those contained in MEC's Bundled Tariff Service and as governed by 83 Ill. Admin. Code Part 280 with the following additional conditions:

- MEC reserves the sole right and responsibility for physical disconnections of Customers from MEC's delivery system. Physical disconnection of Customers from the delivery system by a Supplier is prohibited.
- Nothing in Tariff Schedule SEDS is to be construed to prevent Suppliers from terminating or refusing to provide Power and Energy to Delivery Services Customers to

whom they are currently providing service for any reason except as provided for in Section 16-115(a)(i) of the Act.

- A Supplier intending to terminate the supply of Power and Energy to a Customer must submit a cancellation DASR, notifying MEC of the impending action. The cancellation DASR must be submitted in compliance with the time frames described in Section 5.2 - DASR Timing. Cancellation will be effective on the next regularly scheduled Company meter read date. Delivery Services Customers for whom Power and Energy is lost or terminated through no fault of their own due to default of their Supplier and for whom Emergency Energy Service or Backup Supply has not been arranged, will be provided service under MEC's Emergency Default Service rates.
- Disconnection provisions in Tariff Schedule SEDS or under MEC's Bundled Tariff Service will not apply to Delivery Services Customers receiving service under the single bill option from Suppliers as provided for in Tariff Schedule SEDS. Delivery Services Customers will be disconnected if their Supplier submits a cancellation DASR.

6.5 Reconnection

Reconnection provisions under Tariff Schedule SEDS schedule shall be those contained in MEC's Bundled Tariff Service and as governed by 83 Ill. Admin. Code Part 280 with the following additional conditions:

- MEC reserves the sole right and responsibility for physical reconnections of retail Customers to MEC's delivery system. Physical reconnections to the delivery system by a Supplier are prohibited.
- Nothing in Tariff Schedule SEDS is to be construed to prevent Suppliers from reestablishing the provision of Power and Energy to Delivery Services Customers for any reason.
- To reestablish the provision of Power and Energy, the Supplier must provide a DASR form to MEC to provide notice that they are reestablishing Power and Energy to the Customer.

7. Electronic Data Interchange (EDI)

Electronic Data Interchange (EDI) methods will be the preferred and primary method of exchanging business data between Suppliers (including CSMs) and MEC. MEC recognizes that circumstances may require alternate information exchange methods. The terms and conditions associated with information exchange will be addressed in the EDI Trading Partner Agreement, attached as Exhibit D.

7.1 Minimum Requirements

EDI will be the primary method of data exchange for repetitive transactional data and its use will be subject to the following minimum requirements:

- Data exchange processes will meet MEC's minimum security, reliability, integrity and recovery requirements. These requirements will be addressed within the applicable service agreement.
- Each party will use the published Illinois-specific EDI guidelines as developed from the Utility Industry Group (UIG) subset of the American National Standards Institute (ANSI) ASC X12 standards.
  - EDI information and the EDI data dictionary will be accessible through the MEC Illinois Delivery Services Website at <**http://www.midamericanenergy.com/**>.
- Each party will use a Value Added Network (VAN) service provider until suitable alternative data transport processes (e.g. Internet technologies) are available and agreed upon.
- Each party shall pay its communication costs to its own VAN service provider for the sending and receipt of EDI transactions.
- Each party will abide by an established EDI guideline change control process to ensure that all changes are approved and implemented in a controlled and coordinated manner.
- Each party shall establish a point of contact to resolve daily data exchange issues.

7.2 EDI Test Plan

Suppliers and CSMs electing to transfer information in EDI format must demonstrate their ability to successfully exchange data according to an established test plan before any transactions (e.g. historical usage request, DASR) will be processed. When details of the EDI test plan are finalized it will be posted on the MEC Illinois Delivery Services Website <**http://www.midamericanenergy.com**> along with the phone number/email address of a contact person at MEC.

7.3 Technological Advances

MEC will continually assess the current state of information technology and reserves the right to implement new technology independent of its use by other parties to the extent that adoption of the new technology does not require other parties to alter their data exchange processes.

7.4 Non-EDI Data Exchange

For the exchange of non-transactional data or data that does not readily allow standardized processes, other electronic mechanisms such as the Internet or electronic file transfer will be the

preferred method of exchange. Resolution of issues related to alternative data exchange methods will be case specific.

8. Retail Customer Billing

8.1 General

Billing under Tariff Schedule SEDS shall be according to the provisions contained in MEC's Bundled Tariff Service with the following exceptions and conditions:

- All bills to the Delivery Services Customer from MEC or from a Supplier must contain MEC's name and delivery unit phone number as the point of contact for outages and Delivery Service emergencies.
- In the case of multiple Suppliers providing Power and Energy to a Delivery Services Customer, Delivery Service billing information will be sent to the Customer's Energy Supply Coordinator.

8.2 Single Bill Option

MEC will allow Suppliers to bill Delivery Services Customers for delivery charges under the following terms and conditions:

- Suppliers shall assume legal responsibility for payment of MEC delivery charges without regard to the timing or extent of payment by the Delivery Services Customers.
- Suppliers must meet MEC creditworthiness standards (see Section 3.2 – Supplier Registration, Creditworthiness Standards).
- Suppliers sending a single bill to the Customer under the single bill option that includes delivery charges from MEC will receive a credit of $0.54/customer/month on the Delivery Service basic service charge.

For billing purposes, MEC will send the following Delivery Service information to Suppliers:

- Meter reads
- Associated time periods
- Total kWh and kW billing demand
- Calculated bill amount for services provided under Tariff Schedule EDS

9. Remittance

9.1 General

Remittance provisions under Tariff Schedule SEDS will be those contained in MEC's Bundled Tariff Service with the following exceptions and conditions:

9.2 Single Bill Option

- All late charges described in the Rates section of Tariff Schedule EDS will apply to Suppliers for payment for delivery charges.
- If payment for delivery charges is not received from Suppliers, Delivery Services Customers paying delivery charges to their Supplier for such services will not be liable for payment of those services to MEC.

10. Transmission Reservation Request and Approval

After registering as an OASIS user and obtaining access to the MidAmerican OASIS homepage as a Transmission Customer, a Supplier may make transmission reservation requests on the OASIS (see Section 3.4 - Supplier Registration, OATT Requirements). These requests are governed by the terms of MidAmerican's OATT and are subject to the most current *MAPP Policies and Procedures for Transmission Operations* (available on the MAPP Schedule F OASIS homepage).

A complete "source to sink" path must be requested as required per *MAPP Policies and Procedures for Transmission Operation*s. The Point of Delivery for eligible Illinois Customer Choice customers will be "IL.QC" and the sink will be "ILCC." A queue position for the transmission service request will be assigned by MAPP at the time it is submitted.

A Supplier reserving Transmission Service under SEDS must:

- Be a registered Supplier under SEDS (see Section 3 – Supplier Registration)
- Execute a transmission service agreement (see Exhibit B)
- Provide a deposit, if required
- Enter required information on the OASIS.

Transmission service requests may be required on the homepages of other transmission providers. These requests require evaluation by MAPP, MidAmerican and other transmission providers as applicable, to determine Available Transfer Capability (ATC). If there is insufficient ATC, the transmission service request will be denied. If a request is denied for this reason, the Supplier may request a system impact study under the applicable transmission provider's OATT study procedures. Such studies will be undertaken at the Supplier's expense.

Transmission service will be provided at the rates in effect per the OATT, the OASIS or the service agreement in effect at the time of the transaction.

General industry-related information about use of the OASIS can be found on the Internet at <**http://www.tsin.com**>.

11. Ancillary Services

Purchases of ancillary services on MEC's delivery system are governed by the provisions of MEC's OATT and by the policies and procedures of the Mid-Continent Area Power Pool (MAPP) and the North American Electric Reliability Council (NERC, or its successor organization).

11.1 Rates

MidAmerican will provide the following ancillary services at the rates in effect per the OATT or the service agreement at the time of the transaction:

- Scheduling, System Control and Dispatch Service
- Reactive Supply and Voltage Control from Generation Sources Service
- Regulation and Frequency Response
- Energy Imbalance Service
- Operating Reserve – Spinning Reserve Service
- Operating Reserve – Supplemental Reserve Service

11.2 Dynamic Scheduling

Dynamic Scheduling is a service that electronically moves a load out of the Control Area where it is physically located and into another Control Area, eliminating the need to purchase certain ancillary services from the home Control Area. This service must be purchased if the Delivery Services Customer elects to purchase one or more of the following ancillary services described in the OATT from a party other than MEC:

- Schedule 3 – Regulation and Frequency Response Service
- Schedule 4 – Energy Imbalance Service
- Schedule 5 – Operating Reserve (Spinning Reserve Service)
- Schedule 6 – Operating Reserve (Supplemental Reserve Service)

The charge for dynamic scheduling is determined on a case-specific basis and shall be defined in the service agreement. Cost of this service will include, but is not limited to:

- The cost of the equipment and installation of real-time metering
- Telemetering
- Computer software and hardware
- Communications
- Other equipment
- Associated engineering and labor required to move the Customer's load to another control area

12. Load Profiling

12.1 Background

For purposes of system reliability, it is necessary for each Supplier to schedule the correct amount of energy into the MEC delivery system every hour. To accomplish this, Suppliers must be able to determine on an hourly basis how much energy is used by all of their customers. Generation within the MEC control area will adjust accordingly each hour for any over- or under-deliveries.

For purposes of financial settlement, MEC will compare before-the-fact supplier schedules to measured usage after-the-fact. The most accurate way to measure hourly energy usage would be to have interval meters placed on every customer's premises. However, this would be very cost-prohibitive. Further, Illinois law prohibits MidAmerican from requiring interval metering for non-residential customers who use less than 15,000 kWh annually.

MidAmerican will use load profiles to estimate the hourly loads for all customers where interval metering does not exist, or where MidAmerican does not require interval metering. Load profiles represent the hourly usage of typical customers in a given rate class. These load shapes are tailored to a specific customer by adjusting the load shape up or down to match the specific customer's monthly usage. This tailored load shape then becomes the estimate of hourly loads for that customer.

12.2 Derivation of Load Profiles

Load profiles will be calculated using data from MidAmerican's existing and ongoing load research program. This program involves placing interval data recorders on a sample of customers in each of MidAmerican's existing rate classes. These recorders are read on a regular basis, and the data obtained is used to develop estimates of hourly loads for MidAmerican's different rate classes. Load profiles will consist of 8,760 hours of estimated loads for the most recent calendar year available.

12.3 Types of Load Profiles to be Used

For customers and rate classes that are not interval metered and where load profiles will be used to estimate hourly loads, the following two profile types will be used:

- For lighting rates, an assumed load shape will be used with constant usage over a range of hours that varies monthly based on average burn times, and sunrise and sunset times.
- For non-lighting rates, 8,760 hours of actual estimated loads for the most recent calendar year available will be used as the load. In addition to the use of the load profiles, MidAmerican will use statistical models to normalize the load profiles for actual weather conditions and day types for use in estimating actual customer hourly loads for purposes of financial settlement.

12.4 Information to be Provided to Suppliers Concerning Load Profiles

Load profile information for non-interval metered customers will be made available to all Suppliers registered with MEC. Historic load profile information for customers billed through interval meters, or who have interval meters installed, will be provided to suppliers with the

customer's written consent. A fee will be assessed for this service based on MidAmerican's incremental cost of obtaining and providing this information, which will include:

- Calculated load profiles
- Mathematical formulas and methodology

12.5 Customer/Supplier Substitution

At the Customer or Supplier's request and expense, Delivery Services Customers and/or their Suppliers may substitute actual interval metering for their load profile designations (see Section 15 - Metering). MEC will not allow Delivery Services Customers and/or their Suppliers to substitute alternative load profiles for the load profile designations provided by MEC.

12.6 Updates

Load profile information provided by MEC will be for the most recent calendar year, and will be available no later than June 1.

13. Scheduling

Scheduling of energy deliveries on MEC's delivery system is governed by the provisions of the OATT, and by the policies and procedures of the Mid-Continent Area Power Pool (MAPP) and the North American Electric Reliability Council (NERC, or its successor organization). Scheduling guidelines are summarized below.

13.1 NERC Tags

Hourly energy schedules, by Supplier, must be submitted to MidAmerican via a NERC Interchange Transaction Request (Tag) in conformance with NERC Operating Policy 3 - Interchange. Suppliers scheduling energy into the MidAmerican Control Area must provide transaction tagging information to the sending, receiving and intermediary control areas involved in the transaction. Suppliers importing energy into the MidAmerican control area via multiple control area schedules must provide an energy tag from each importing control area. Energy transaction tags must be received in an approved electronic format compatible with Open Access Technology International, Inc.'s Energy Trading System.

13.2 Timing of Scheduling Requests

Schedules for Point-to-Point or Network Integration Transmission Service must be submitted to MidAmerican no later than 10:00 a.m. of the day before the service is to be provided. Schedules submitted for weekends and/or holidays must be submitted no later than 10:00 a.m. of the last regular business day before the weekend and/or holiday. Schedules submitted after 10:00 a.m. will be accommodated, if practicable, per Section 13.8 of MEC's OATT. Scheduling changes will be permitted up to twenty (20) minutes before start of next clock hour provided that delivering party and receiving party agree to the change.

13.3 MAPP Policies

Schedules that enter/exit the MEC Control Area are subject to the most current version of *MAPP Policies and Procedures for Transmission Operations* with respect to:

- The Transmission Service Request and Approval Process
- Line Loading Relief
- Energy Schedule Reporting (Before-the-Fact and After-the-Fact)
- Loss Repayment Procedure
- Service Schedule F Rate Schedules

13.4 Aggregation

Suppliers and CSMs may schedule energy by using a single Transmission Customer and/or scheduling agent. The scheduling agent must register as a Supplier with MEC (see Section 3 - Supplier Registration) and must be shown as an Energy Supply Coordinator on any related DASRs (see Section 5.1 – Customer Switching–The DASR, DASR Requirements).

Each schedule must be linked to a transmission service reservation made on the Open Access Same Time Information System (OASIS), and must be made by that Transmission Customer or its scheduling agent. MEC will only recognize the Transmission Customer making the applicable OASIS transmission service reservations, or their agent, for scheduling purposes.

13.5 Good Faith Scheduling

If a Supplier or CSM fails to submit a schedule for a substantial portion of its energy requirements, any resulting energy deficit will be provided as Emergency Energy. "Substantial portion" in this context will mean an under-scheduled amount that is more than 50% of the energy requirement and more than 25 MWs. This provision will not relieve a Supplier or CSM of its obligation to normally schedule according to Good Utility Practices on a continuing basis.

The Supplier will be notified of such a deficiency following the OATT tariff scheduling deadline and at least two hours prior to the commencement of delivery of Emergency Energy. The Supplier will be advised that energy continuing to be taken by the Supplier's customers will be classified as Emergency Energy, and that, unless the scheduling deficiency is remedied within 48 hours following commencement of Emergency Energy deliveries, all loads being served by the Supplier will be switched to Emergency Default Service per terms of Tariff Schedule EDS. Customers will be notified of the change during normal business hours as soon as is practical following the switch.

14. Energy Imbalance Service

14.1 Description

Energy Imbalance Service is provided when a difference occurs between the scheduled energy, including deliveries from operating reserves necessary to complete scheduled deliveries, and the actual delivery of energy to a load located within the Illinois portion of the Transmission Provider's Control Area over a single hour. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative dynamic scheduling arrangements to satisfy its Energy Imbalance Service obligation. Energy Imbalance shall not be used in place of either Emergency Energy or Backup Supply (see Sections 17.4 – Operational Issues, Emergency Energy, and 17.5, Backup Supply).

14.2 Terms of Settlement

In settlement processing, the total hourly load obligation for each Supplier is determined by summing the hourly usage of that Supplier's customers using either direct hourly metering or load profiles, adjusted for losses (see Section 12 – Load Profiling and Section 16 – Distribution Loss Factors). The total of these adjusted hourly loads for all customers of a Supplier are then compared with the energy scheduled by that Supplier. Supplier Balancing and Settlement will be conducted in accordance with the terms and conditions set forth in Schedule 4A of MEC's OATT, terms and conditions of which include the following:

- For purposes of scheduling, balancing and settlement, Suppliers may elect to aggregate their loads.
- The Energy Imbalance Charge (EIC) for each hour will be equal to:
  a) The Transmission Provider's hourly incremental purchase price when Transmission provider is a net purchaser of non-firm energy, or
  b) The Transmission Provider's hourly incremental sales price when Transmission Provider is an hourly net seller of non-firm energy, or
  c) The Transmission Provider's hourly incremental cost of production for the last generating unit supplying energy when Transmission Provider is neither an hourly net purchaser nor an hourly net seller of non-firm energy.
- The Transmission Provider will calculate a Net Retail Imbalance ("NRI") by aggregating the hourly energy imbalance for all Illinois Choice Transmission Customers.
- Regardless of the direction of the NRI or of the individual Transmission Customer's imbalance, for an hourly mismatch of 2 MW or less and within a band of zero to plus 4 percent (+4%) and zero to minus 4 percent (-4%) of scheduled deliveries, energy imbalances will result in a charge or credit to the Transmission Customer equal to the EIC. Within this band, the Transmission Customer may elect to settle the imbalance by either the Payback-in-Kind (PIK) method or the Cash Settlement method.
  a) Under the PIK option, repayment of Transmission Customer under-deliveries must be on a scheduled basis during comparable loading periods, and the customer should attempt to eliminate the energy imbalance within 30 days of the end date of the billing period. If energy under-deliveries are not returned within 30 days (or within a reasonable period of time generally accepted in the region and consistently adhered to by the Transmission Provider) the Transmission

Customer will compensate the Transmission Provider at the greater of the EIC or $100/Maw. Over-deliveries will be returned-in-kind to the Transmission Customer by the Transmission Provider within 30 days of calendar month in which the imbalance occurred.

- If the individual Transmission Customer's energy imbalance is greater than 2 MW and greater than plus 4 percent (+4%) and less than minus 4 percent (-4%) of scheduled deliveries, and
  a) the individual Transmission Customer's imbalance is in the same direction as the NRI, and the NRI threshold of greater than 5 MW and less than minus 5 MW is exceeded, the charge for hourly under-deliveries will be the greater of the EIC or $100/MWh, and the credit for hourly over-deliveries will be 90% of the EIC, less any charges due as a result of increased costs to the Transmission Provider from Transmission Customer's oversupply of energy. (Per Section 7.0, revenues due to charges/credits based on other than the EIC, will be shared between the Transmission Provider and Transmission Customers taking service under Schedule 4A, but not under Section 2.1)
  b) the individual Transmission Customer's imbalance is in the opposite direction of the NRI, the charge or credit for hourly energy imbalance will be the EIC.
  c) the NRI threshold of greater than 5 MW and less than minus 5 MW is not exceeded, the charge or credit for hourly energy imbalance will be the EIC.
- In the event of a qualifying interruption or restoration, an after-the-fact Outage Adjustment will be calculated to compensate the supplier for hourly energy over-deliveries during the qualifying interruption or restoration event (see Section 14.4).

14.3 Timing of Settlements
Financial settlements with Suppliers or CSMs will be calculated on a calendar month basis.

14.4 True-Ups
Energy imbalance settlements will be billed to each Supplier or CSM after the end of the month following the calendar month of service. Outstanding balances for payment-in-kind energy will be cashed-out in the succeeding month's financial settlement.

14.5 Settlement Information Provided to Suppliers
For the purposes of settlement, MEC will provide, at a minimum, the following information to Suppliers or CSMs:

- Aggregated energy consumption of customers served by that Supplier, by hour, adjusted for losses
- Energy payback in-kind allocated to peak and off-peak periods
- Total financial liability

14.6 Billings
Billings for financial settlements will be provided according to the terms and conditions specified in the applicable OATT service agreement.

15. Metering

15.1 Ownership of Facilities
Unless the customer has contracted for metering services with an alternative Meter Service Provider (MSP), MEC will own and maintain metering equipment on all Delivery Services Customers for the purposes of determining distribution charges, and for determining estimated hourly energy requirements for the purpose of energy imbalance settlement. All data used for the determination of delivery charges (including charges for financial settlement) will either be recorded by Company-owned equipment and retrieved by MEC personnel, or, if the customer has so arranged, provided to MEC by an authorized MSP. Meter read information used for determining delivery charges will not be accepted from Suppliers.

15.2 Provision of Metering Information to Suppliers
Meter read information obtained by MEC for Delivery Services Customers served by a Supplier will be provided to that Supplier. The information will be provided within 24 hours after it has been verified and provided to MEC's billing system. It will consist of:

- Monthly meter read information
- Actual recorded hourly interval data (if applicable)
- Associated time periods

15.3 Multiple Suppliers
If the Customer is provided Power and Energy by multiple Suppliers, meter read information will be provided only to the Customer's Energy Supply Coordinator.

15.4 Fees
MEC will charge Suppliers the incremental cost of providing meter read information.

15.5 Estimated Reads
The rules applicable to estimated reads will be the same as those applicable to Bundled Tariff Service as specified in by 83 Ill. Admin. Code Part 280.

15.6 Meter Read Errors
When a meter read error is discovered and corrected by MEC, the Supplier will be notified of the adjustment in a timely manner. Both MEC and the Supplier will review the adjustment and issue corrected bills as necessary.

15.7 Meter Upgrades
At the request of the Customer or the Customer's Supplier, MEC will upgrade existing metering equipment at the Customer's premise. Metering equipment to be installed must conform to MEC standards. MEC will charge the requester the incremental cost of upgrading metering equipment, including the cost of installation. Upgrade requests will normally be completed within 30 days of receipt of the request by MEC.

15.8 Supplier Metering

Metering equipment provided by Suppliers will not be allowed on MEC-owned distribution facilities. Supplier-provided metering equipment may be installed on any Customer's premise provided that such equipment is placed on Customer-owned facilities on the Customer's side of existing metering facilities in accordance with applicable codes.

16. Distribution Loss Factors

16.1 Schedule of Loss Factors

The following distribution loss factor schedule shall apply to estimated or measured hourly loads for Delivery Services Customers:

Rate Class	Capacity Loss Factors	Energy Loss Factors
SS	2.14%	1.73%
P	5.94%	4.41%
STD	8.22%	5.85%
STE	8.22%	5.85%
SSD	8.22%	5.85%
SSE	8.22%	5.85%
LS	8.22%	5.85%
LP	8.22%	5.85%

16.2 Applicability

This distribution loss factor schedule will apply for the following purposes:

- Adjustment of estimated or measured hourly loads for Delivery Services Customers for the purposes of energy imbalance settlement (energy loss factors only)
- Purchase of services through the OATT

Transmission loss factors in MEC's OATT will apply in addition to the above distribution loss factors.

16.3 Loss Calculation Example

The application of transmission and distribution losses is illustrated in the following example of an initial loss factor calculation for energy losses using Rate Class STD:

Assume:

- Rate Class STD Energy Loss Factor = 5.850%
- OATT Transmission Energy Loss Factor = 1.680%
- Metered Use = 1 MWh in a given hour

Energy Loss = 1 MWh * [(1.0585 * 1.0168) – 1]
= 0.076 MWh

Total Load = 1.076 MWh

17. Operational Issues

17.1 Delivery Service Interruptions
MEC shall not be responsible under Tariff Schedule SEDS for the delivery of Power and Energy not received in part or in whole at the designated transmission point of delivery, for whatever reason.

Delivery Service interruptions may be required to maintain safe and reliable operation of the system. Such interruptions will be allocated as proportionately as reasonably possible among all Delivery Services Customers whose load contributes to the need for the reduction. The allocation will be without regard to the Customer's choice of Supplier when this can be accomplished within Good Utility Practices.

In the event of unplanned outages, service shall be restored to the Customer in accordance with Good Utility Practice without regard to the Customer' choice of Supplier.

17.2 Load Reporting Responsibilities
Suppliers providing Power and Energy to Delivery Services Customers shall be required to carry capacity planning reserves according to the rules and regulations of the Regional Reliability Council to which they report the load being served.

A Supplier providing Power and Energy to Delivery Services Customers on MEC's delivery system must provide proof that the Supplier accepts the obligation to report the load of those Customers to a NERC Regional Reliability Council, such that MEC is relieved of any load reporting obligation (see Section 3.6 - Supplier Registration, Service Agreements). MEC must be satisfied with the proof presented before a service agreement will be executed with the Supplier.

Under Tariff Schedule SEDS, a Supplier shall be solely responsible for any and all charges imposed by a regional reliability or regulatory authority where such charges are associated with load that is within that Supplier's load reporting obligation. To the extent that any regulatory or reliability authority bills MEC for charges based on load-serving obligations, MEC will pass such charges through to the Supplier with the load reporting obligation.

17.3 Supplier Notification of Account Status Changes
Notwithstanding any other provision of Tariff Schedule SEDS, any changes to a Customer's account status made by MEC or at the request of a Customer shall be communicated to that Customer's Supplier in a timely manner. Such account changes will include, at a minimum:

- Meter changes (including new meter numbers)
- Disconnection of Customers from the distribution system
- Delivery rate classification changes
- Change in service or mailing address (if the change is made within MEC's service territory)

17.4 Emergency Energy

Emergency Energy is a short-term service (up to six hours for members of MAPP) which may be arranged by a Supplier for purposes of minimizing disruption of service to Customers if their primary source of generation is lost. A Supplier may procure Emergency Energy by purchasing operating reserves ancillary services (Spinning and Supplemental). Acquiring these services entitles a Customer to access Emergency Energy should the need arise. The operator of the Control Area where the provider of operating reserves resides will make arrangements to deliver Emergency Energy at the request of the Delivery Services Customer.

If operating reserves ancillary services are purchased from MEC the price will be the tariff rate for these services. The cost of energy delivered under such arrangement, will be passed on to the Delivery Services Customer at the applicable power pool rate for Emergency Energy, along with any additional transmission charges.

17.5 Backup Supply

Backup Supply is electric generating capacity and energy of a long-term nature needed (1) to replace the loss of generation sources, and (2) to cover that portion of the Delivery Services Customer's load that exceeds its generation supply for more than a short time (not to exceed the time provision for Emergency Energy).

The Supplier or Delivery Services Customer must make their own arrangements for Backup Supply. MEC will not be accountable for a Supplier's deficiency of power supply capacity under that Supplier's load reporting obligations.

In the event that Backup Supply is needed but has not been arranged by the Supplier or the Delivery Services Customer, MEC will switch the end-use Customer to Emergency Default Service under terms of Tariff Schedule EDS.

18. Other Terms and Conditions

18.1 Bundled Sales Tariff Provisions
In addition to the terms and conditions in Tariff Schedule SEDS schedule, service hereunder shall be subject to terms and conditions and rules and regulations applicable to MEC's Bundled Tariff Rates.

In the event of a conflict between the terms and conditions and rules and regulations applicable to Bundled Tariff Rates and the terms and conditions contained in Tariff Schedule SEDS, the terms and conditions of the SEDS price schedule shall control with respect to service under that price schedule, and the terms and conditions and rules and regulations of the Bundled Tariff price schedule shall control with respect to service under any other applicable price schedules.

18.2 Force Majeure
An event of Force Majeure is any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, regional or national reliability authority, or any other cause beyond MEC's control.

A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither MEC nor the Customer will be considered in default as to any obligation under Tariff Schedule SEDS if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under Tariff Schedule SEDS is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under Tariff Schedule SEDS.

18.3 Contract Assignments
A Supplier may assign to another Supplier or to MEC its contractual responsibilities to deliver Power and Energy to a Customer provided that the contract with the Customer makes explicit provisions for such assignment.

Assignment of contracts will be allowed only to MEC or to other Suppliers successfully registered with MEC according to the terms and conditions of Tariff Schedule SEDS.

Submission of DASRs to MEC for contracts that are assigned to another party will be required as specified in the Customer Switching section of Tariff Schedule SEDS.

Assignment of contracts will also be subject to the Customer consent provisions of the Customer Switching section of Tariff Schedule SEDS, except that Suppliers will not be required to obtain new LOAs for Customers whose contracts are being assigned.

18.4 Dispute Resolution
MEC will promptly and thoroughly investigate complaints concerning services provided under Tariff Schedule SEDS. MEC will keep such records of complaints as will enable it to review and analyze its procedures and actions.

If the complaint cannot be resolved at the initial inquiry point, the information will be promptly referred to the employee or department that has authority to take appropriate action to resolve the complaint. Any complaint, if unresolved by the prior action, will be referred to the appropriate management employee for resolution.

The final step for any unresolved informal complaint will be a filing with the Consumer Affairs Division of the Commission, by either the complainant or MEC, for a resolution of the issue.

Disputes related to the provision of transmission and ancillary services will be subject to the dispute resolution provisions of the OATT.

Exhibit A – Supplier Registration Form

SUPPLIER REGISTRATION

Applicable to Alternative Retail Electric Suppliers "ARES" and utilities serving as alternate suppliers.
PLEASE FORWARD TO:

MidAmerican Energy Company
One RiverCenter Place
P. O. Box 4350
Davenport, IA 52801-4350
Attn: Sr. Transmission Analyst – DAV8
PHONE: (319) 333-8165
FAX: (319) 336-3594

DATE SUBMITTED: _____

CORPORATE NAME: _____
MAILING ADDRESS: _____

_____

PHONE NUMBER: _____ **FAX NUMBER:** _____

PRIMARY CONTACT PERSON: _____

JOB TITLE: _____

MAILING ADDRESS: _____

_____

PHONE NUMBER: _____ **FAX NUMBER:** _____

E-MAIL ADDRESS: _____

DUN & BRADSTREET IDENTIFICATION NUMBER: _____

ILLINOIS COMMERCE COMMISSION
CERTIFICATION NUMBER: _____
DATE LAST CERTIFIED: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

STATE TAX IDENTIFICATION NUMBER: _____

COMPARABLE DELIVERY SERVICE ACCESS AREAS

IF any areas of reciprocal delivery service access have been identified subject to the requirements of 220 ILCS 5/16-115 (d),(5) please describe the location of the service areas and identify the applicable utility or utilities._____
_____
_____

Exhibit B - SEDS Service Agreement

Supplier Energy Delivery Service
Service Agreement

This Agreement is made and entered into this _____ day of _____, _____, by and between _____ (Supplier), a (legal/corporate description of Supplier), and MidAmerican Energy Company (Company), an Iowa corporation. Company and Supplier may hereinafter be referred to individually as "Party" and collectively as "Parties" where appropriate.

Recitals

1. Supplier Energy Delivery Service (SEDS) is offered by Company pursuant to the requirements of the Electric Service Customer Choice and Rate Relief Act of 1997 (Act) as such Act may be amended from time to time.

2. Company has on file with the Illinois Commerce Commission (Commission) i) Tariff Schedule Energy Delivery Service (EDS) effective October 1, 1999, ii) Tariff Schedule Supplier Energy Delivery Service (SEDS) effective October 1, 1999, iii) other rates, riders, and tariffs of the Company that apply to Customers and Delivery Services Customers, as such terms are defined in Tariff Schedules EDS and SEDS (and the above documents as they may be amended from time to time).

3. Company has on file with the Federal Energy Regulatory Commission (FERC) Company's Open Access Transmission Tariff (OATT), as such document may be amended from time to time.

NOW THEREFORE, the parties agree as follows:

I. Definitions

1.1 The words and terms as defined in Tariff Schedule SEDS shall have the same meanings when used in this Agreement unless clearly stated otherwise in this Agreement.

1.2 For purposes of this Agreement, Customer Self-Managers as defined in Tariff Schedule SEDS shall be referred to as "Suppliers."

II. Scope of Agreement

2.1 SEDS shall be available to i) all Alternative Retail Electric Suppliers (ARES) certified by the Commission to provide energy services in the State of Illinois that have also registered with the Company to provide electric energy services on the Company's Illinois delivery system, ii) all other Illinois Electric Utilities that have successfully registered with the Company to provide or manage the acquisition of electric energy services on the Company's delivery system, and iii) Customers that have successfully registered with the Company as Customer Self-Managers

(CSMs) to manage the acquisition of electric energy services on the Company's Illinois delivery system.

2.2 The rates, terms and conditions for which electric energy services on Company's Illinois delivery system are offered and accepted are pursuant to Tariff Schedule SEDS, the OATT and applicable OATT service agreements as said tariffs and agreements may be amended or superseded by way of appropriate filings from time to time with the ICC or FERC as applicable. Said tariffs and agreements are hereby incorporated by this reference and made a part of this Agreement.

III. Services

3.1 Pursuant to the terms of the Act, Tariff Schedule SEDS tariff, Tariff Schedule EDS and the OATT, Company will deliver power and energy sold to Delivery Services Customers by Supplier. Supplier's use of Company's system shall be pursuant to Good Utility Practice and shall comply with all applicable federal, state, regional reliability organization rules, regulations, tariffs, policies and procedures.

3.2 Supplier shall execute and thereafter comply with the terms and conditions of an EDI agreement between Supplier and Company.

3.3 Company shall provide Delivery Services to Delivery Service Customers identified by the Supplier on Direct Access Service Requests (DASRs) conveyed to Company in accordance with Tariff Schedule SEDS procedures and which contain the information required in Tariff Schedule SEDS. Such delivery shall commence on the date determined in accordance with Tariff Schedule SEDS.

3.4 Supplier or Supplier's agent (Transmission Customer Agent) shall be the Transmission Customer for purposes of the OATT and shall execute all applications, agreements and other documents required by the OATT. The Transmission Customer for purposes of the OATT shall be the Supplier if not otherwise designated herein, or:

_____ Supplier's Transmission Customer Agent, if applicable:
Business Firm's Name:_____
Contact Person:_____
Title:_____
Address:_____
City:_____ State:_____ Zip:_____
Telephone:_( ) - Fax: ( ) -_____
Email: _____

3.5 The Supplier shall designate a transmission scheduling agent (Transmission Scheduling Agent) for purposes of scheduling energy into Company's delivery system. If Supplier is qualified, Supplier may designate itself. The Transmission Scheduling Agent shall execute all applications, agreements and other documents required by the OATT and shall comply with all policies and procedures of Company, and the regional reliability organization or successor organization pursuant to Good Utility Practices. Supplier's Transmission Scheduling Agent shall be:

_____ Supplier

_____ Supplier's Transmission Customer Agent

_____ Supplier's Transmission Scheduling Agent - if different than identified in Section 3.4 and identified as:

Business Firm's Name:_____
Contact Person:_____
Title:_____
Address:_____
City:_____ State:_____ Zip:_____
Telephone:_( ) - Fax: ( ) -_____
Email: _____

3.6 The Transmission Customer shall submit good faith requests for transmission service reservations and the Transmission Scheduling Agent shall submit Good Faith Schedules for energy delivery pursuant to the terms and conditions of Tariff Schedule SEDS, the OATT and the applicable OATT service agreements.

3.7 Notices Relating to Provisions of Service Agreement: Any notice, request, demand or statement which may be given to or be made by either Party by the other Party under any of the provisions of this Agreement, shall be in writing, unless it is specifically provided otherwise herein, and shall be considered delivered when the same is either (a) personally delivered to the _____ of the Customer or to the _____ of Company, or (b) deposited in the mail postage prepaid, and properly addressed to the Party to be served as follows:

If the notice is to the Customer:

Business Firm's Name:_____
Contact Person:_____
Title:_____
Address:_____
City:_____ State:_____ Zip:_____

If the notice is to Supplier:
Attn: Manager - Delivery Services
MidAmerican Energy Company
106 East Second Street
Davenport, IA 52801

3.8 Notices of an Operating Nature: Any notice, request or demand pertaining to matters of an operating nature, which matters do not include requests for additional delivery services may be served in person or by normal mail, messenger, telephone, telegraph, facsimile transmission or orally, as circumstances dictate, to the person designated in writing by the Party as its representative for such purposes, provided that should the same not be written, confirmation thereof shall be made in writing as soon as reasonably practicable thereafter, upon request of the Party being served.

3.9 Supplier certifies that it accepts responsibility for any and all reporting obligations and charges to a NERC Regional Reliability Council (or successor organization) related to Supplier's Customer loads served on the Company's delivery system such that Company is relieved of said obligations.

3.10 [Remaining sections for case-specific dynamic scheduling provisions and other applicable provisions.]

IV. Term

4.1 Term: Service under this Agreement shall commence on the date first above written (Effective Date). This agreement shall continue in effect for an initial term of 24 months and thereafter shall continue to be in effect year after year unless no service is provided under this agreement during the 12 months prior to the anniversary date, in which case, this agreement may be terminated thereafter immediately following written notice provided to either Party by the other Party.

V. Miscellaneous

5.1 Governing Law: The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois.

5.2 Section Headings Not to Affect Meaning: The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

5.3 Further Assurances: From time to time after the execution of this Agreement, the Parties may execute such instruments, upon the request of the other, as may be necessary or appropriate, to carry out the intent of this Agreement.

5.4 Amendments: This Agreement may be amended upon mutual agreement of the Parties, which amendment shall be reduced to writing and executed by both Parties and if applicable, submitted to the Commission for acceptance.

5.5 Severability: In the event any of the terms, covenants or conditions of this Agreement, or any amendment hereto, or the application of any such terms, covenants or conditions shall be held invalid as to any Party or circumstance by any Court having jurisdiction, all other terms, covenants and conditions of this Agreement or any amendment hereto and their application shall not be affected thereby and shall remain in full force and effect.

5.6 Computation of Time: In computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of this period so computed shall be included unless it is a Saturday, Sunday or Federal holiday, in which event the period shall run until the end of the next business day which is neither a Saturday, Sunday or Federal holiday.

5.7 Limitation: This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any persons, corporation, associations, or entity other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement, their successors in interest or assigns.

5.8 No Dedication of Facilities: Any undertaking by the Company for the provisions of this Agreement shall not constitute the dedication of the electric system, or any portion thereof, to the Supplier, and it is understood and agreed that any such undertaking by the Company shall cease upon termination of this Agreement.

5.9 No Partnerships: Notwithstanding any provisions of this Agreement to the contrary, the Parties do not intend to create hereby a joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit, and any construction of this Agreement to the contrary which has an adverse tax effect on either Party shall render this Agreement null and void from its inception.

5.10 Waivers: Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter.

5.11 Successors and Assigns: Tariff Schedule SEDS and this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

5.12 SEDS Governs: In the event any irreconcilable difference exists between Tariff Schedule SEDS and this Agreement, the SEDS, as amended from time to time, shall govern.

5.13 Entire Agreement: Tariff Schedule SEDS and this Agreement constitute the entire agreement between the Parties in respect of the subject matter hereof, and there are no other understandings or agreements between the Parties in respect thereof.

IN WITNESS WHEREOF, the duly authorized representatives of the Supplier and Company have executed this Agreement as of the date first above written.

(Supplier Name)	MidAmerican Energy Company
BY: _____	BY:_____
Name:	Name: James Averweg
Title:	Title: Vice President - Engineering

Exhibit C - Registration Procedures for TradeWave™

JTSIN OASIS Registration Procedures

Every user of a JTSIN OASIS node must access the system using a TradeWave electronic security certificate. This certificate serves as the user's "log-on" to the system. The certificate will allow the user to access any of the JTSIN OASIS nodes. Each individual user of the system should have their own certificate. There is a $100.00 fee per certificate per year payable annually to TradeWave.

To register for a certificate, users must fill out an "on-line" registration form. Information about registration and the registration form are available at <**http://ca1.tradewave.com/oasis.html**>. Further directions on downloading and installing the necessary security software are also available at this registration address.

Transmission customers who register for a certificate will be contacted by a Local Registration Agent (LRA) assigned by TradeWave to verify each registration request and administer their company's user registrations. Each transmission customer company must designate an individual(s) to serve as their JTSIN OASIS Security Officer. The Security Officer will be required to vouch for each individual employee submitting a certificate registration request. The LRA assigned to administer a company's registration requests will provide a contract that must be executed by the appointed Security Officer prior to the LRAs granting of a certificate to any user.

Upon notification from the LRA that a certificate has been issued in the name of the user, the user will be directed as to how to proceed to download the required TradeAgent Client software and certificate. Note that the certificate only grants the user "visitor" or "read-only" access to OASIS transmission service information.

In order for a transmission customer to make short-term, point-to-point transmission service requests to a specific transmission provider, the customer must either have or enter into a service agreement under the transmission provider's tariff for either non-firm point-to-point or short-term firm point-to-point transmission service as appropriate. Once a service agreement is (or will be) established, the customer must contact the transmission provider with whom they have service agreements, and identify that their individual certificate should be registered as a recognized transmission customer of that provider. The transmission provider will then take the appropriate steps necessary to make sure that the user/customer's certificate is assigned the necessary permissions in order to make transmission service requests of that transmission provider.

Transmission customers that have not executed a service agreement with a specific transmission provider may still be granted rights to post offerings and submit transmission service requests on the secondary market. In order for these customers to secure the necessary permissions to conduct business on the secondary market, the customer must contact the appropriate JTSIN OASIS node(s) administrators, and identify that their individual certificate should be registered as a generic “customer” on that node. Note that executing a service agreement and securing rights to submit service requests to any one transmission provider on a given JTSIN OASIS node will automatically grant that customer rights to conduct business on the secondary market for all other transmission providers served by that node.

Exhibit D - EDI Trading Partner Agreement

ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, _____, by and between MidAmerican Energy Company, an Iowa corporation with offices in Des Moines, Iowa, hereinafter referred to as "Company", and _____, a Retail Electric Supplier, an _____ corporation with offices in _____, _____, individually a "Trade Partner", and collectively referred to as "Trade Partners" or "Parties".

RECITALS

WHEREAS, **MidAmerican Energy Company and Retail Electric Supplier desire to facilitate the exchange of business Electronic Transactions by electronically transmitting and receiving data in agreed upon formats and to ensure that such Electronic Transactions are legally valid and enforceable.**

NOW THEREFORE, **in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, hereto agree as follows:**

Section 1. Prerequisites

1.1 Electronic Transactions. Each Trade Partner may electronically transmit to or receive from the other Trade Partner certain specified electronic transactions as approved by the Illinois Commerce Commission ("ICC"). By written agreement, the Parties may conduct other electronic transactions. An Electronic Transaction is the specific message format exchanged between originator and recipient, usually an electronic message sequence which relates to a specific type of paper business document. Electronic Transactions shall be transmitted in accordance with the standards and appropriate industry guidelines approved by the ICC, as the same may be amended from time to time. See Appendix A for a nonexclusive list of related documents.

1.2 Scope of the Agreement. This agreement shall govern and apply only to Electronic Transactions transmitted from either Trade Partner to the other in connection with implementation of the Illinois Electric Service Customer Choice and Rate Relief Law of 1997, as amended.

1.3 Third-Party Service Providers.

1.3.1 Electronic Transactions will be transmitted electronically to each Trade Partner either directly or through any third Trade Partner service provider ("Provider") with which either Trade Partner may contract on its own behalf. Either Trade Partner may modify its election to use, not use or change its Provider upon 30 days prior written notice.

1.3.2 Each Trade Partner shall be responsible for the costs and performance of any Provider with which it contracts.

1.3.3 Each Trade Partner shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling documents, or performing related activities, for such Trade Partner: provided, that if both Parties use the same Provider to effect the transmission and receipt of a Document, the originating Trade Partner shall be liable for the acts or omissions of the Provider as to such Document.

1.4 System Operations. Each Trade Partner, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Transactions.

1.5 Security Procedures. Each Trade Partner shall properly use those security procedures which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

1.6 Freedom from Computer Viruses. Trade Partners shall use reasonable efforts to ensure that Electronic Transactions are free of, but not limited to, the following: computer viruses or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs or data files which can cause damage to a Trade Partner's computer systems and/or operations. Either Trade Partner will promptly notify the other if such destructive logic is detected in and/or transmitted from any computer system involving Electronic Transactions.

1.7 Year 2000 Compliance. Trade Partners agree that, prior to January 1, 2000 and with reasonable time to insure adequate testing, their respective Electronic Transactions shall be capable of accurately processing, providing and/or receiving (including but not limited to, calculating, comparing and sequencing) date data from, into and between the twentieth and twenty-first centuries and the years 1999 and 2000, and will correctly create, store, process and output information related to or including dates on or after January 1, 2000. Such changes to Electronic Transactions will be subject to the testing requirements identified by the ICC.

1.8 Back-up Data. Trade Partners agree to maintain adequate back-up files to recreate transmissions as required. Back-up files shall be subject to this Agreement to the same extent as original data. Electronic Transactions shall be retained for such periods as required by relevant state and federal requirements.

1.9 Testing.

1.9.1 Electronic Transactions will not be authorized by either Trade Partner until subjected to reasonable testing to ensure compliance with testing requirements.

1.9.2 Following acceptance for production use, additional testing may be required by a Trade Partner in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new EDI translator, changes made for Year 2000 compliance or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures determined by the ICC.

Section 2. Transmissions.

2.1 Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving Trade Partner and verification confirmed in accordance with article 2.2 of this Agreement.

2.2 Verification. Upon proper receipt of any Electronic Transaction or any information related to the Electronic Transaction, the receiving Trade Partner shall properly transmit a functional acknowledgment ("FA") in return, in standard format. An FA shall constitute conclusive evidence that an Electronic Transaction has been properly received. An FA is not an acceptance or a status report.

2.3 Responses. If a response to an Electronic Transaction is required, any such Electronic Transaction which has been properly received shall not arise to any obligation unless and until the Trade Partner initially transmitting such Electronic Transaction has properly received in return a response transaction.

2.4 Garbled Transmission. If any properly transmitted Electronic Transaction is received in an unintelligible or garbled form, the receiving Trade Partner shall promptly notify the originating Trade Partner (if identifiable from the

received Document) in a reasonable manner. In the absence of such a notice, the originating Trade Partner's records of the contents of such Electronic Transaction shall control, unless the identity of the originating Trade Partner cannot be determined from the received Electronic Transaction.

Section 3. Transaction Terms

3.1 Terms and Conditions. Any Electronic Transaction made pursuant to this Agreement and (any related communication) shall also be subject to the terms and conditions included in the Company's applicable tariffs that may be approved by the ICC from time to time. The parties acknowledge that the terms and conditions set forth in the Company's tariffs may be or may become inconsistent, or in conflict with this Agreement, but agree that any conflict or dispute that arises between the parties in connection with any such Electronic Transaction will be resolved as if such Electronic Transaction had been effected through application of the tariffs. Any inconsistency between this Agreement and any relevant ICC Orders shall be resolved by giving precedence to the ICC Orders and then to this Agreement.

3.2 Confidentiality. Electronic Transactions and other communications related to Electronic Transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

3.3 Validity; Enforceability.

3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to create binding transactions pursuant to the electronic transmission and receipt of Electronic Transaction information specifying certain of the applicable terms, regarding the regulated electric Customer Choice program activities of the Company and the Retail Electric Suppliers.

3.3.2 The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all requirements set forth in the Company's tariffs and standards as approved by the ICC for all purposes.

3.3.3 Any Electronic Transaction and any information related to the Electronic Transaction, properly transmitted pursuant to this Agreement, shall be considered to be a "writing" or "in writing", and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.4 The conduct of the parties pursuant to this Agreement, including the use of Electronic Transactions properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement.

3.3.5 The parties agree not to contest the validity or enforceability of Electronic Transactions under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Trade Partner to be bound thereby. Electronic Transactions, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Trade Partner shall contest the admissibility of copies of Electronic Transactions on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. Miscellaneous.

4.1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this Agreement.

4.2 Termination. This Agreement shall remain in effect until terminated by either Trade Partner with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Electronic Transaction

or otherwise under this Agreement prior to the effective date of termination. Any attempted termination in conflict with any Order of the ICC shall be deemed ineffective for purposes herein.

4.3 Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.4 Entire Agreement. This Agreement constitutes the complete agreement of the Trade Partners relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each Trade Partner. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Trade Partner. No obligation to enter into any Electronic Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.

4.5 Assignment. This Agreement, or any rights or obligations hereunder, shall not be assigned by either Trade Partner without the express written approval of the other Trade Partner; provided, however, that a Trade Partner may assign this agreement, or any of its rights or obligations hereunder, in whole or in part, to any affiliate or successor permitted to perform the respective Trade Partner's responsibilities without the express written approval of the other Trade Partner. Any assignment, which does not comply with the provisions of this section 4.5, shall be null and void.

4.6 Non-Waiver. The waiver by either Trade Partner of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.

4.7 Governing Law and Tariffs. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and Company's filed tariffs with the ICC. This Agreement shall at all times be subject to any changes or modifications by the ICC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

4.8 Force Majeure. No Trade Partner shall be liable for any failure to perform its obligations in connection with any Electronic Transaction where such failure results from any act of God or other cause beyond such Trade Partner's reasonable control which prevents such Trade Partner from transmitting or receiving any Documents.

4.9 Exclusion of Damages. Neither Trade Partner shall be liable to the other Trade Partner for any indirect, special, incidental, exemplary or consequential damages in connection with the Agreement, any Electronic Transaction or any document including, but not limited to, arising from or as a result of any delay, omission, or error in the Electronic Transmission or receipt of any Documents pursuant to this Agreement, even if such Trade Partner has been advised of the possibility of such damages.

4.10 Resolution of Disputes.

4.10.1 In the event of any controversy or claim arising out of or relating to this Agreement, or breach thereof, the parties shall use commercially reasonable judgment to resolve the claim or dispute, initially, through good faith negotiations or upon the failure of such negotiations, through Alternative Dispute Resolution ("ADR") techniques and proceedings.

4.10.2 If any controversy, claim, or dispute arising hereunder is not resolved in accordance with Article 4.10.1 above, either Trade Partner may, upon giving the other Trade Partner at least ten (10) days prior written notice, initiate litigation to submit such claims or disputes for decision by a court of competent jurisdiction of the State of Illinois in accordance with the laws of Illinois.

4.11 Notices. Unless otherwise provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been received when personally delivered, when sent by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; or (iii) U.S. certified mail, return receipt requested to the

address and persons specified in this Agreement. Notices or communications shall be deemed given on the date of (a) courier or overnight courier delivery; or (b) in the case of transmittal by U.S. certified mail, return receipt requested, the date the return receipt is signed or delivery is rejected. The following are the primary contacts for all communications related to this Agreement;

4.11.1 Distribution Services Company:

MidAmerican Energy Company
Attn: _____
Address: _____
_____
_____
Phone: _____
Fax: _____
Email: _____

4.11.2 Retail Electric Supplier

Name: _____
Attn: _____
Address: _____
_____
_____
Phone: _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, the parties have executed the agreement as of the day and year first above written.

MidAmerican Energy Company
By: _____
Name: _____
Title: _____
Date: _____

Retail Electric Supplier's Name: _____
By: _____
Name: _____
Title: _____
Date: _____

Appendix A - Related Documents

The following documents are relevant to the Electronic Transactions to be exchanged. These documents may be revised from time to time. The latest version of each document, as published on the CPWG Choiceinillinois website, should be utilized for the most current standards and requirements.

Change Control process
Data Dictionaries:
- **810 Customer Bill Information**
- **814 Enrollment**
- **814 Drop**
- **814 Reinstatement**
- **814 Change**
- **814 Request for Historical usage**
- **820 Remittance**
- **867 Monthly Usage**
- **867 Monthly Interval Usage**
- **867 historical Usage**
- **248 Write-Offs**

EDI Data Dictionaries Version Control
Implementation Guides:
- **810 Invoice**
- **814 Request or Notification**
- **814 Response or Conformation**
- **820 Remittance**
- **867 Monthly Usage**
- **867 Historical Usage**
- **248 Write-Offs**