REIMBURSEMENT AGREEMENT

IT IS AGREED this ____ day of _____, 2022, by and between the City of Council Bluffs, Iowa ("City") and MidAmerican Energy Company, an Iowa corporation, ("MidAmerican") as follows:

Recitals

A. WHEREAS, as part of City's planned improvements to the Steven Road addition, City desires that MidAmerican reconfigure related facilities of a MidAmerican-owned and operated 69 kV electric line (known collectively as "electric facilities"), which are presently located on private easement and as generally shown on the attached Exhibit A, which electric facilities are an integral part of MidAmerican's electric system providing electric service to Council Bluffs, Iowa and elsewhere;

B. WHEREAS, MidAmerican is willing to modify the electric facilities as generally shown on Exhibit A, attached hereto and made a part hereof by reference and for the compensation set forth in this Reimbursement Agreement;

C. THEREFORE, the parties agree as follows:

1. Services. The Services to be provided by MidAmerican under this Reimbursement Agreement consist of the relocation and or replacement of the electric facilities to allow for the construction of the City of Council Bluffs Steven Road addition as generally shown on Exhibit A. MidAmerican shall commence the Services after execution of this Reimbursement Agreement. Construction is expected to be completed by November 1, 2022 tentatively; however, electric facilities outage availability, weather, and unanticipated other work as necessary at the site to achieve the objectives of this Reimbursement Agreement may affect the schedule.

2. Site Conditions. MidAmerican assumes that any information furnished by City is accurate and complete and is relying on such information. If MidAmerican encounters toxic substances, hazardous substances, or hazardous wastes (as such terms are defined in any Federal, state or local statute, regulation or ordinance), which require special handling and/or disposal, and are not a part of the services contracted for herein, MidAmerican shall immediately suspend further work in the area of such substances or wastes and notify City of the condition. City shall immediately take whatever precautions are legally required to eliminate such hazardous conditions and properly handle and dispose of such substances or wastes so that the Services hereunder may safely proceed. If site conditions cause an increase in MidAmerican's cost of, or the time required for, performance of any part of the Services under a Scope of Work, an equitable adjustment shall be made to the compensation paid MidAmerican and the schedule. If during the course of these Services, MidAmerican observes the existence of asbestos or asbestos-containing

substances or wastes, MidAmerican will immediately suspend further work in the area of the substances or wastes and notify City of the condition, and City will determine the further course of action.

3. Reimbursement. All compensation for the Services under this Agreement shall be based on MidAmerican's actual costs with no additional markups. The estimated cost for this work of the Services is $200,000.

   At the conclusion of each phase of the Services, MidAmerican shall provide City with an invoice detailing the actual cost of the applicable phase of the Services, which invoice shall be the amount of total compensation for each applicable phase of the Services due MidAmerican. Payment shall be due and payable upon presentment of such invoices.

4. Prerequisite work by City. City shall provide any engineering data associated with its work as required by MidAmerican for the Services. City shall obtain all permits and all other authorizations required for the Services. City shall be the lead with the U.S. Army Corps of Engineers for all permitting related to the Services and shall be responsible for any mitigation activities that may be required by that agency for the Services.

IN WITNESS WHEREOF, the City of Council Bluffs, Iowa and MidAmerican Energy Company have caused this Agreement to be executed by their duly authorized representatives to be effective on the date and year first above written.

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Name: _____
Title: _____

MIDAMERICAN ENERGY COMPANY

By: _____
Name: _____
Title: _____

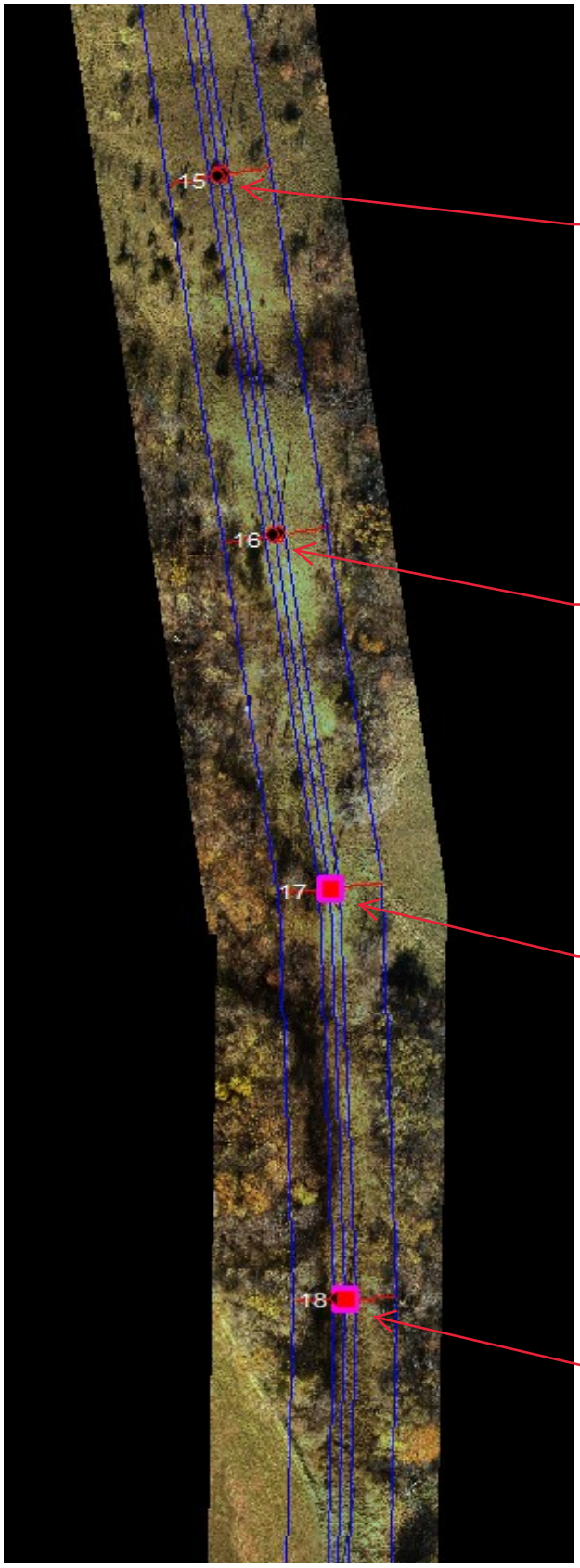

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18
Replace Structure 15
Replace Structure 16
Replace Structure 17
Relocate Structure 18

Exhibit A