

Appendix J - Draft Escrow Disbursement Instructions

DISBURSEMENTS FROM THE ESCROW ACCOUNT

1. The Escrow Agent shall only disburse amounts held in the Escrow Account upon receipt of a joint written notice (“Disbursement Request” in the form of the attached Schedule A) from Authorized Signatory of MidAmerican Energy and USFWS specifying (a) the amount to be disbursed, (b) the date of disbursement, (c) the recipient of the disbursement, and (d) the manner of disbursement and delivery instructions. Such Disbursement Request shall be provided to Escrow Agent no less than two (2) Business Days prior to the requested disbursement date. Upon the satisfaction of any of the conditions described in this Section 1, Escrow Agent shall disburse all or portions of the Escrow Fund, as applicable.

2. Upon the request of MidAmerican Energy, Escrow Agent shall provide documentation and/or statements relating to the MidAmerican Energy Conservation Fund Escrow Accounts, which MidAmerican Energy may use in preparing reports concerning disbursements of the Escrow Funds made from the MidAmerican Energy Conservation Fund Escrow Accounts; however, Escrow Agent shall not be responsible or liable for any information contained in such reports. Delivery of any such reports to Escrow Agent is for informational purposes only and Escrow Agent’s receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including MidAmerican Energy’s compliance with any of its covenants hereunder or in the ITP.

[BANK],
as Escrow Agent
[address]
Attention: Corporate Trust Administration
Phone:
Facsimile:

Schedule A

Form of Disbursement Request

DISBURSEMENT REQUEST

Date: _____, _____
Requested Disbursement Date: _____, _____

Re: MidAmerican Energy Company – Conservation Fund Escrow Account

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, date as of _____, _____ (as amended, amended and restated, or otherwise modified from time to time, the “Agreement”), between MidAmerican Energy Company, an Iowa corporation (“MidAmerican Energy”) and [BANK], as escrow agent (in such capacity, “Escrow Agent”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned (whether directly or by reference to another agreement) in the Agreement.

This disbursement request (this “Disbursement Request”) is being delivered pursuant to Section 1 of the Agreement.

1. Escrow Account. The following transfers are requested to be made from the Escrow Account on [_____, _____] (the “Subject Funding Date”) [and on _____, _____] (the “Supplemental Funding Date”) in accordance with this Disbursement Request as set forth in greater detail in the attached Schedule 1:

Set forth on the attached Schedule 1 is the name of each person or account to whom or where any payment is to be made and the aggregate amount owed to such person or to be transferred to such account on or prior to the date set forth in such Schedule 1.

2. Authorized Signatories. By signing below, each party represents and warrants that this Disbursement Request has been duly authorized, executed and delivered on its behalf by an authorized representative (“Authorized Signatory”) and constitutes its legal, valid and binding obligation.

[Signature page follows]

IN WITNESS WHEREOF, MidAmerican Energy and USFWS have caused this Disbursement Agreement to be duly executed and delivered by an Authorized Signatory of MidAmerican Energy and USFWS as of the date first written above.

MIDAMERICAN ENERGY COMPANY

By:

Name:

Title:

U.S. FISH AND WILDLIFE SERVICE

By:

Name:

Title:

Schedule 1
to Disbursement Request

Disbursements from Escrow Account

Amounts Available for Application

Escrow Account balance immediately prior to the making of the withdrawals and transfers requested in this Disbursement Request	\$[_____]
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Payment Instructions and Descriptions

Transfer Date	Payee/Account and Purpose	Payment Date	Wiring or Other Payment Instructions	Amount
				\$[_____]
<i>[Insert additional rows as necessary]</i>				\$[_____]
			Total:	\$[_____]

Schedule B

All written directions and instructions including a Disbursement Request (which may be provided by e-mail, facsimile and other similar unsecured electronic methods) by MidAmerican Energy and USFWS to the Escrow Agent pursuant to this Agreement shall be executed by an authorized representative (each, an “Authorized Signatory”) of MidAmerican Energy and USFWS. No person shall be deemed to be an Authorized Signatory of MidAmerican Energy or USFWS, as applicable, unless such person is named on a certificate of incumbency delivered to the Escrow Agent on the date of this Agreement or is otherwise named in a written notice signed by an Authorized Signatory and delivered by MidAmerican Energy or USFWS to the Escrow Agent at any time subsequent to the date of this Agreement.

The parties hereto, and USFWS, hereby authorize the Escrow Agent to rely upon and comply with instructions and directions sent by e-mail, facsimile and other similar unsecured electronic methods by persons authorized to give instructions and directions; however, the Escrow Agent shall have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorized to give instructions or directions other than to the extent that the Escrow Agent has reasonable belief that the person issuing and executing such instructions is not authorized to do so. After conducting the verification of the signature, to the extent signature authority is required pursuant to the terms of this Agreement, and if the Escrow Agent carries out the instructions or directions in accordance with its standard or care set forth herein, the Escrow Agent shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by the parties as a result of such reliance upon or compliance with such instructions or directions. The parties hereto (other than the Escrow Agent) agree to assume all risks arising out of the use of such electronic methods to submit notices, instructions, directions or other communications to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties so long as such use or misuse is not the result of the gross negligence or willful misconduct of the Escrow Agent.