

AG PROCESSING INC., A COOPERATIVE. and

AQUILA, INC.

Steam Service Agreement

THIS AGREEMENT (“this Agreement”), MADE AND ENTERED into this \_\_\_\_ day of \_\_\_\_\_ 2004 by and between Aquila, Inc., with its principal offices at 20 West Ninth, Kansas City, Missouri 64105 (“Company”) and Ag Processing Inc., a cooperative, an Iowa corporation (AGP), with principal offices at 12700 West Dodge Road, Omaha, Nebraska 68154 (“Customer”).

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual promises herein contained, the Company and the Customer agree to the following conditions for providing high-pressure and low-pressure industrial steam service to the Customer for steam service at its St. Joseph, Missouri facility located at 900 Lower Lake Road.

- 1) Term. The initial term (“Initial Term”) of this Agreement shall be 5 years from the Effective Date. Either party may cancel this Agreement, effective at the end of the 5<sup>th</sup> year, by providing written notification to the other party at least 12 months prior to the end of the Initial Term. If notice of termination is not given at the end of the fourth year, this Agreement shall continue with the same terms and conditions subject to a minimum of 12 months’ written notice of termination. The parties acknowledge that the 12 months’ minimum notice requirement is reasonable under the circumstances given the nature of the equipment involved in the provision of such service and the changes that have to be planned if notice of termination is given.

- 2) Effective Date. This Agreement shall become effective (“Effective Date”) on the date on which the order issued by the Missouri Public Service Commission (“MPSC”) approving this Agreement becomes effective and services pursuant to the terms of this Agreement shall not commence until that time. If said order approving this Agreement is not issued by the MPSC by June 2, 2004, then the Customer may cancel this Agreement, without penalty, by providing written notification to the Company at any time prior to the issuance of that order.
- 3) Pricing. Customer will pay the applicable tariff rate for industrial steam service. The Customer will receive a \$35,000 monthly credit (not to exceed the total amount billed in that month) on its steam service bill so long as Customer maintained for such month a monthly load factor at or above 70%; *provided, however*, that if a Company interruption or service outages causes Customers’ load factor to fall below 70% for that month, this provision will be waived and Customer will receive the credit for that month. Load factor will be calculated on the basis of the total pounds of steam supplied and the integrated total demand imposed for that month on a similar basis as was provided to Customer during the negotiation of this agreement.
- 4) Billing. The Customer’s monthly bill for service provided by the Company pursuant to this Agreement subject to the terms and conditions as stated herein will include a \$35,000 credit.
- 5) New Investments. The Customer agrees to pay to the Company the cost of all new investments for adding service points from the Company’s line which are requested by the Customer. The Company will not mark up or “load” its cost to cover incidental overheads typically associated with such projects, but will charge Customer only the

direct costs associated with these new investments. The Customer will be required to provide written approval from an authorized representative of the Customer to the Company prior to any construction of new facilities.

- 6) Tariffs. This Agreement is subject to the Company's rules, regulations, tariffs and General Terms and Conditions of service which are now or may be on file with and approved by the Missouri Public Service Commission, except as specifically modified herein. In the event of a conflict between the terms of this Agreement and said tariffs, this agreement shall control.
- 7) Mediation of Dispute. Both parties agree that, should any dispute arise under this Agreement which cannot be resolved between the parties, the dispute shall be submitted to non-binding mediation prior to the filing of any lawsuit or the filing of any complaint with any regulatory authority. If any dispute has not been resolved to the satisfaction of either of the parties within 60 days of the occurrence giving rise to the dispute, the complaining party shall then be free to take any other appropriate action.
- 8) Firm Service. Steam service provided under this Agreement is expected to be firm and available during all hours of the year except for conditions of force majeure or equipment failure.
- 9) Force Majeure. Neither party shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform its obligations hereunder, provided that there is due diligence in attempted performance under the circumstances, and that such delay or failure is due to one of the following events of force majeure: fire, earthquake, tornado, flood, war, civil disorder, labor disputes or any other act of God. Any force majeure, however, shall not excuse or delay a party's obligation to pay any monies that

are due and owing to the other party at the time the claimed event of force majeure occurs.

**ALL TERMS AND PROVISIONS OF THIS AGREEMENT shall extend to and be binding upon the respective successors and assigns of the parties hereto.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: Aquila, Inc.

By \_\_\_\_\_  
Assistant Secretary

By \_\_\_\_\_  
Glenn Keefe, Missouri Operating Vice President

Attest: AG PROCESSING INC A COOPERATIVE

By \_\_\_\_\_  
St. Joseph Accounting Mgr.

By \_\_\_\_\_  
Corporate Purchasing Manager