



RATE LV – LARGE VOLUME SERVICE

MAXIMUM HOURLY QUANTITY:

The Customer's Maximum Hourly Quantity (MHQ) initially will be the equivalent to their historical or contractual hourly usage level, generally 1/16th of their MDR. MHQ is defined as the maximum consumption measured at the Customer's meter, adjusted for Retention, during any one (1)-hour period during a Company-declared Critical Hourly Restriction. Critical Hourly Restrictions will only occur during Short Critical Day declarations, as defined in Rider T under Definitions, and will usually be limited to peak hours within such day, for example 5:00 a.m. through 9:00 a.m.

The MHQ is the Maximum Hourly Quantity that the Company is obligated to: (a) deliver to Customers contracting for Customer-supplied gas supply, or (b) supply and deliver to the Customers contracting for Company-supplied gas supply, and that the Customer is entitled to receive on any hour during Critical Hourly Restriction hours.

ADJUSTMENT CLAUSES AND RIDERS:

The above rates are subject to:

1. Rider BTU – Determination of Gas Delivered in Therms
2. Riders S, T – System Gas Service, Transportation of Customer-Owned Gas, as applicable
3. Rider PUA-EA - Energy Assistance Charge
4. Rider PUA-RE - Renewable Energy Resources and Coal Technology Development Assistance Charge
5. Rider EECR - Energy Efficiency Cost Recovery Adjustment
6. Riders UFM, UTM – Utility Franchise Fee for Municipalities, Utility Tax for Municipalities, as applicable
7. Rider UTS – Utility Tax for State of Illinois



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MINIMUM CHARGE:

The minimum charge shall be the sum of the following:

1. Basic Service Charge,
2. Meter Charge,
3. Energy Assistance Charge,
4. Renewable Energy Resources and Coal Technology Development Assistance Charge,
5. Contracted MDR multiplied by Distribution Demand Charge
6. Contracted MHQ multiplied by Distribution Demand Charge
7. Transportation Administration Charge, if applicable
8. Transportation Meter Charge, if applicable

LATE PAYMENT CHARGE:

A late payment charge of one and one-half percent (1.5%) per month shall be added to the past due amount if the bill is not paid by the due date.



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CRITICAL HOURLY RESTRICTION:

The Company may declare a Critical Hourly Restriction if the Company determines there is a constraint in the available capacity on its system or on a supplying pipeline's system. During this time the Customer will be required to restrict use to the contracted MHQ. The Company will notify the Customer of the start and end time of the Critical Hourly Restriction. The Company reserves the right to declare a Critical Hourly Restriction at any time of the day.

Customers must maintain and provide to the Company an e-mail contact list that is accurate and operational, where e-mail is checked regularly throughout the day, for the purpose of accepting notification of a Critical Hourly Restriction. The Company will use its best efforts to provide as much notice as possible, but notice shall not be less than one (1) hour.

A Customer's hourly use will not be limited unless the Company declares a Critical Hourly Restriction.

EXCESS USE:

Maximum Daily Requirement (MDR):

Unless otherwise provided in the contract between the Company and the Customer, usage on any December through February day in excess of the contract MDR, or usage on any March or November day in excess of 125% of the contract MDR, or usage on any April through October day in excess of 200% of the contract MDR, shall be considered excess use.

Such excess use shall be subject to excess-use charges. The Customer may elect to establish a new contract MDR in lieu of payment of excess use charges, if in the sole judgment of the Company, supply conditions and/or distribution system capacity permit. The new MDR would then become effective with the billing period in which such excess use occurred.



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Maximum Hourly Quantity (MHQ):

The Customer's cumulative average hourly usage measured during a Critical Hourly Restriction, in excess of the Customer's MHQ, will be considered excess use and subject to excess-use charges. The Customer may elect to establish a new contract MHQ in lieu of payment of excess use charges, if in the sole discretion of the Company, additional MHQ capacity is available. The new MHQ would then become effective with the billing period in which such excess use occurred.

Whenever, in its sole judgment reasonably exercised, the Company determines that excess use by the Customer jeopardizes the operational integrity of the natural gas system, the Company shall be entitled to curtail deliveries of Company- or Customer-owned gas to the Customer.

PENALTIES FOR EXCESS USE:

Any volumes of excess use for MDR and MHQ as defined under "Excess Use" above shall be subject to a Company excess-use charge of \$0.50 per therm for the first two percent (2%) excess and \$1.00 per therm for all additional excess, in addition to current distribution charges and any applicable gas supply charges.

In addition to the Company excess-use charges described above, the Customer shall be responsible for any additional pipeline costs, penalties or other costs incurred by the Company as a result of the Customer's excess use.

The penalty provisions of Rider T may also apply to Customer-owned gas supply.

TERM OF CONTRACT:

The obligations hereunder of the Customer and the Company shall commence on the date gas service is first rendered to the Customer and shall continue for an initial term of one (1) year thereafter and for repeating periods of one (1) year thereafter unless terminated by written notice given by either party to the other not less than 90 days prior to the expiration of the initial term or any subsequent one (1) year term.



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The MDR shall remain in effect for a minimum of 12 months from the date of the contract or amendment of MDR. Subsequent to the 12 months the Customer may request a reduction in MDR by giving a minimum of 30 days written notice to the Company. The Customer must demonstrate consistent ability to achieve the proposed MDR. Approval of any changes in MDR will be at the Company's sole discretion.

The MHQ shall remain in effect for a minimum of 12 months from the date of the contract or amendment. Subsequent to the 12 month period, the Customer may request a reduction in MHQ by giving a minimum of 30 days written notice to the Company. The Customer must demonstrate the ability to stay within the proposed MHQ. Approval of any changes in MDR will be at the Company's sole discretion.

REASSIGNMENT OF RATE

The Peak Daily Usage shall be the Customer's highest daily demand, in Therms, that has occurred during the peak period billing months of December through February in the most recent 12-month period. To determine the highest daily demand in a billing month, the maximum consumption during any gas day in that month shall be measured by an interval meter; provided, however, that if actual data are not available from such device, the Customer's highest daily demand in a billing month shall be the Customer's Average Daily Usage in that billing period, based on the number of days in the billing period.

If a Customer receiving service under Rate LV has a Peak Daily Usage equal to or greater than 200 Therms per day, but less than 4,000 Therms per day during any peak period billing month during the prior 12 monthly Billing Periods ending June of each year, the Customer shall be reassigned to Rate MV effective with the November billing period.

If a Customer receiving service under Rate LV does not have a Peak Daily Usage equal to or greater than 200 Therms per day in any peak period billing month during the prior 12 monthly Billing Periods ending June of each year, the Customer shall be reassigned to Rate SV effective with the November billing period.



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Once the Customer has been reassigned to Rate SV or MV, the Customer will not be eligible to receive service under Rate LV for a minimum of 12 monthly Billing Periods following such reassignment.

GENERAL:

Service hereunder is subject to the “Gas Policies” of the Company and applicable adjustment clauses and riders.



**FIRM NATURAL GAS DISTRIBUTION AGREEMENT
(Special Contract)**

This Natural Gas Distribution Agreement ("Agreement") is made as of this 6th day of July, 1999, by and between MIDAMERICAN ENERGY COMPANY, an Illinois corporation (herein referred to as MidAmerican) and CORDOVA ENERGY COMPANY LLC, a Delaware limited liability company (herein referred to as Customer). MidAmerican and Customer may individually and collectively be referred to herein as a "Party" and "Parties" respectively.

WHEREAS, Customer plans to construct, own and operate a natural gas fired power plant near Cordova, Illinois; for which it will require a long term arrangement for firm natural gas distribution service;

WHEREAS, as a result of Customer's commitment hereunder, MidAmerican will extend its local distribution facilities in order to provide distribution service to Customer;

WHEREAS, Customer's proximity to a potential alternate source of service causes it to be eligible to receive service pursuant to the terms of this special contract and the applicable riders to the Illinois Rates.

NOW, THEREFORE, in consideration of the premises, and mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

Article I. Definitions

A. When used in this Agreement, the following terms shall have the meanings indicated.

1. "Business Day" means any day other than a Saturday, Sunday or day on which banks are required or permitted to be closed in the State of Illinois.

2. "Commission" shall mean the Illinois Commerce Commission and its successor agencies.

3. "Customer's Facilities" or "Facilities" shall mean the natural gas fired power plant and appurtenant facilities proposed to be constructed by Customer near Cordova, Illinois.

4. "Effective Date" shall mean the date this Agreement has been approved by the Illinois Commerce Commission, if such approval is required by law, provided that the applicable order of such agency is not conditioned upon modification of this Agreement unless the Parties agree to such modification.



5. "Delivery Point" shall mean the outlet side of MidAmerican's metering and regulation station located on or near the premises of the Customer Facilities.

6. "MOT" shall mean the MidAmerican ONLINE Transportation electronic bulletin board which contains information pertaining to the accounts and distribution of customer-gas on MidAmerican's distribution system.

7. "FERC" shall mean the Federal Energy Regulatory Commission and its predecessor and successor agencies.

8. "Gas Day" shall have the meaning set forth in the applicable Pipeline's FERC gas tariff.

9. "Illinois Rates" shall mean the terms, conditions and rates set forth in MidAmerican's natural gas tariff on file with the Commission, as modified from time to time.

10. "Pipeline" shall mean the interstate natural gas pipeline company or companies which transport to the Receipt Point the Customer-provided gas to be distributed by MidAmerican hereunder.

11. "Receipt Point" shall mean the outlet side of a point at which the Pipeline's facilities are interconnected with MidAmerican's natural gas distribution system, as designated pursuant to this Agreement, and "Receipt Points" means all of such points including the Primary Receipt Points and the Alternate Receipt Points.

B. All other capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings as defined in the Illinois Rates.

Article II. Distribution of Natural Gas

A. Upon Customer's funding of the Working Fund established in accordance with this Agreement and upon receipt of a written notice to proceed from Customer, MidAmerican shall install, maintain, own and operate, or cause to be installed, maintained, owned and operated, all equipment and facilities, including pipelines, interconnections and meters, necessary to provide the natural gas distribution service to Customer contemplated by this Agreement. MidAmerican shall use all reasonable efforts to complete installation and testing of such equipment and facilities by the date specified by Customer for completion in such notice to proceed, which date shall not be less than eleven months after delivery of such notice to proceed, so that MidAmerican is able to provide the distribution service contemplated hereunder by such date. MidAmerican agrees to use all reasonable efforts to obtain all necessary licenses, permits and approvals, and to obtain all rights of way, required for the facilities to be installed by or on behalf of