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Responsible: D.L. Kutsunis

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MIDAMERICAN ENERGY COMPANY
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Gas Service in Illinois

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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.

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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

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MidAmerican and MidAmerican shall promptly commence and diligently pursue its efforts to obtain such licenses, permits, approvals and rights of way. Customer, at its own expense, shall be responsible to install, maintain and operate, or cause to be installed, maintained and operated, all facilities necessary to receive the natural gas delivered by MidAmerican hereunder at the Delivery Point.

B. 1. Subject to the terms and conditions of this Agreement, commencing on the date the facilities contemplated by Article II.A. are available, and continuing on each day throughout the term of this Agreement, MidAmerican agrees to receive all natural gas provided by Customer at the Primary Receipt Points and deliver such gas to the Delivery Point, on a firm basis, up to a maximum daily quantity ("MDQ") and a maximum hourly quantity ("MHQ") as follows:

	Volume
MDQ	96,000 DTh
MHQ	4,000 DTh

2. From time to time during the term of this Agreement, MidAmerican, in its sole discretion, may identify temporary or seasonal capability to receive natural gas on behalf of and deliver natural gas to Customer in excess of the MDQ and MHQ specified herein. In such an event, MidAmerican will make the delivery capability available to Customer in a non-firm, non-discriminatory manner. In the event no customer of MidAmerican other than Customer desires to use all or a portion of such capability during a time period when it is available, the applicable rate for use of such excess capability, or portion thereof, shall be a variable rate per DTh of gas delivered calculated as a 100% load factor rate based on the Customer Charge and Commodity Charge then in effect. In the event one or more other customers of MidAmerican desire to use all or a portion of such capability during a time period when it is available, such capability shall be allocated by MidAmerican in a non-discriminatory manner and, if such capability is made available to and used by Customer, the applicable rate shall be a rate satisfactory to MidAmerican, subject in each case to applicable Commission requirements

3. If during the term of this Agreement, Customer provides written notice to MidAmerican that it wishes to increase the MDQ or MHQ set forth in this Agreement, both Parties agree to meet and negotiate in good faith and attempt to reach mutual agreement on the terms and conditions under which MidAmerican would serve such incremental load (subject to any required regulatory approvals). If after thirty (30) days of good faith negotiations the Parties are unable to reach a mutually acceptable agreement, Customer will have the option, in its sole discretion, of sourcing the distribution of the incremental volumes in excess of the MHQ with a third party or parties, or receiving distribution service for the incremental volumes from MidAmerican pursuant to a Commission approved