UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

[X] Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended December 31, 2009

or

[ ] Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from ______ to _______

Commission File Number	Exact name of registrant as specified in its charter; State or other jurisdiction of incorporation or organization	IRS Employer Identification No.
001-14881	**MIDAMERICAN ENERGY HOLDINGS COMPANY** **(An Iowa Corporation)** **666 Grand Avenue, Suite 500** **Des Moines, Iowa 50309-2580** **515-242-4300**	**94-2213782**

Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.
Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.
Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes ☐ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in rule 12b-2 of the Exchange Act). Yes ☐ No ☒

All of the shares of common equity of MidAmerican Energy Holdings Company are privately held by a limited group of investors. As of January 31, 2010, 74,859,001 shares of common stock were outstanding.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The Board of Directors appoints executive officers annually. There are no family relationships among the executive officers, nor, except as set forth in employment agreements, any arrangements or understandings between any executive officer and any other person pursuant to which the executive officer was appointed. Set forth below is certain information, as of January 31, 2010, with respect to the current directors and executive officers of MEHC:

DAVID L. SOKOL, 53, Chairman of the Board of Directors since 1994, Chief Executive Officer from 1993 to April 2008 and a director since 1991. Mr. Sokol also serves as Chairman of Johns Manville Corporation and Chairman and Chief Executive Officer of NetJets, Inc. and as a director of BYD Company Limited.

GREGORY E. ABEL, 47, President since 1998, Chief Executive Officer since 2008, director since 2000 and Chief Operating Officer from 1998 to 2008. Mr. Abel joined MEHC in 1992. Mr. Abel is also a director of PacifiCorp.

PATRICK J. GOODMAN, 43, Senior Vice President and Chief Financial Officer since 1999. Mr. Goodman joined MEHC in 1995. Mr. Goodman is also a director of PacifiCorp.

DOUGLAS L. ANDERSON, 51, Senior Vice President, General Counsel and Corporate Secretary since 2001. Mr. Anderson joined MEHC in 1993. Mr. Anderson is also a director of PacifiCorp.

MAUREEN E. SAMMON, 46, Senior Vice President and Chief Administrative Officer since 2007. Ms. Sammon has been employed by MidAmerican Energy and its predecessor companies since 1986 and has held several positions, including Vice President, Human Resources and Insurance.

WARREN E. BUFFETT, 79, Director. Mr. Buffett has been a director of MEHC since 2000 and has been Chairman of the Board of Directors and Chief Executive Officer of Berkshire Hathaway for more than five years. Mr. Buffett is also a director of The Washington Post Company and previously served as a director of The Coca-Cola Company.

WALTER SCOTT, JR., 78, Director. Mr. Scott has been a director of MEHC since 1991 and has been Chairman of the Board of Directors of Level 3 Communications, Inc., a successor to certain businesses of Peter Kiewit & Sons', Inc., for more than five years. Mr. Scott is also a director of Peter Kiewit & Sons', Inc., Berkshire Hathaway and Valmont Industries, Inc. and previously served as a director of Burlington Resources, Inc. and Commonwealth Telephone Enterprises, Inc.

MARC D. HAMBURG, 60, Director. Mr. Hamburg has been a director of MEHC since 2000 and has been Senior Vice President-Chief Financial Officer and Treasurer of Berkshire Hathaway for more than five years.

Board's Role in the Risk Oversight Process

MEHC's Board of Directors is responsible for the oversight of risk management and has not established a separate risk management and oversight committee.

Audit Committee and Audit Committee Financial Expert

The audit committee of the Board of Directors is comprised of Mr. Marc D. Hamburg. The Board of Directors has determined that Mr. Hamburg qualifies as an "audit committee financial expert," as defined by SEC rules, based on his education, experience and background. Based on the standards of the New York Stock Exchange Inc., on which the common stock of MEHC's majority owner, Berkshire Hathaway, is listed, MEHC's Board of Directors has determined that Mr. Hamburg is not independent because of his employment by Berkshire Hathaway.

Code of Ethics

MEHC has adopted a code of ethics that applies to its principal executive officer, its principal financial and accounting officer, or persons acting in such capacities, and certain other covered officers. The code of ethics is incorporated by reference in the exhibits to this Annual Report on Form 10-K.

Item 11. Executive Compensation

Compensation Discussion and Analysis

Compensation Philosophy and Overall Objectives

We believe that the compensation paid to each of our President and Chief Executive Officer, or CEO, our Chief Financial Officer, or CFO, and our three other most highly compensated executive officers, to whom we refer collectively as our Named Executive Officers, or NEOs, should be closely aligned with our overall performance, and each NEO's contribution to that performance, on both a short- and long-term basis, and that such compensation should be sufficient to attract and retain highly qualified leaders who can create significant value for our organization. Our compensation programs are designed to provide our NEOs meaningful incentives for superior corporate and individual performance. Performance is evaluated on a subjective basis within the context of both financial and non-financial objectives that we believe contribute to our long-term success, among which are customer service, operational excellence, financial strength, employee commitment and safety, environmental respect and regulatory integrity.

How is Compensation Determined

Our Compensation Committee is comprised of Messrs. Warren E. Buffett and Walter Scott, Jr. The Compensation Committee is responsible for the establishment and oversight of our compensation policy. Approval of compensation decisions for our NEOs is made by the Compensation Committee, unless specifically delegated. Although the Compensation Committee reviews each NEO's complete compensation package at least annually, it has delegated to the Chairman of the Board of Directors, or Chairman, and the CEO authority to approve off-cycle pay changes, performance awards and participation in other employee benefit plans and programs.

Our criteria for assessing executive performance and determining compensation in any year is inherently subjective and is not based upon specific formulas or weighting of factors. Given the uniqueness of each NEO's duties, we do not specifically use other companies as benchmarks when establishing our NEOs' initial compensation. Subsequently, the Compensation Committee reviews peer company data when making annual base salary and incentive recommendations for the Chairman and the CEO. The peer companies for 2009 were American Electric Power Company, Inc., Consolidated Edison, Inc., Dominion Resources, Inc., Edison International, Energy Future Holdings Corp., Entergy Corporation, Exelon Corporation, FirstEnergy Corp., FPL Group, Inc., PG&E Corporation, Progress Energy, Inc., Public Service Enterprise Group Incorporated, Sempra Energy, The Southern Company and Xcel Energy Inc.

We engage the compensation practice of Towers Watson to research and document the peer company data to be reviewed by the Compensation Committee when making annual base salary and incentive recommendations for the Chairman and the CEO. The fee paid to Towers Watson for this service was $6,420 in 2009. We also engage Towers Watson to provide other services unrelated to executive compensation, including actuarial and consulting services related to our retirement plans. These services are approved by senior management and the aggregate fees paid to Towers Watson for these services were $466,000 in 2009. Our Board of Directors is not involved in the selection or approval of Towers Watson for these services.

Discussion and Analysis of Specific Compensation Elements

Base Salary

We determine base salaries for all our NEOs by reviewing our overall performance and each NEO's performance, the value each NEO brings to us and general labor market conditions. While base salary provides a base level of compensation intended to be competitive with the external market, the annual base salary adjustment for each NEO is determined on a subjective basis after consideration of these factors and is not based on target percentiles or other formal criteria. The Chairman and CEO together make recommendations regarding the other NEOs' base salaries. The Chairman makes recommendations regarding the CEO's base salary, and the Compensation Committee sets our Chairman's base salary. All merit increases are approved by the Compensation Committee and take effect on January 1 of each year. An increase or decrease in base salary may also result from a promotion or other significant change in a NEO's responsibilities during the year. In 2009, base salaries for all NEOs increased on average by 1.7% effective January 1, 2009. There have been no base salary changes for our NEOs since the January 1, 2009 merit increase.

Short-Term Incentive Compensation

The objective of short-term incentive compensation is to reward the achievement of significant annual corporate goals while also providing NEOs with competitive total cash compensation.

Performance Incentive Plan

Under our Performance Incentive Plan, or PIP, all NEOs are eligible to earn an annual discretionary cash incentive award, which is determined on a subjective basis and is not based on a specific formula or cap. Awards paid to a NEO under the PIP are based on a variety of measures linked to each NEO's performance, our overall performance and each NEO's contribution to that overall performance. An individual NEO's performance is measured against defined objectives that commonly include financial and non-financial measures (e.g., customer service, operational excellence, financial strength, employee commitment and safety, environmental respect and regulatory integrity), as well as the NEO's response to issues and opportunities that arise during the year. The Chairman and the CEO together recommend annual incentive awards for the other NEOs to the Compensation Committee prior to the last committee meeting of each year, held in the fourth quarter. The Chairman recommends the annual incentive award for the CEO, and the Compensation Committee determines the Chairman's award. If approved by the Compensation Committee, awards are paid prior to year-end.

Performance Awards

In addition to the annual awards under the PIP, we may grant cash performance awards periodically during the year to one or more NEOs to reward the accomplishment of significant non-recurring tasks or projects. These awards are discretionary and are approved by the CEO, as delegated by the Chairman and the Compensation Committee. There were no performance awards granted to our NEOs during 2009. Although both Messrs. Sokol and Abel are eligible for performance awards, neither has been granted an award in the past five years.

Long-Term Incentive Compensation

The objective of long-term incentive compensation is to retain NEOs, reward their exceptional performance and motivate them to create long-term, sustainable value. Our current long-term incentive compensation program is cash-based. We have not issued stock options or other forms of equity-based awards since March 2000. All stock options previously held by Messrs. Sokol and Abel have been exercised and are no longer outstanding.

Long-Term Incentive Partnership Plan

The MidAmerican Energy Holdings Company Long-Term Incentive Partnership Plan, or LTIP, is designed to retain key employees and to align our interests and the interests of the participating employees. Messrs. Goodman and Anderson and Ms. Sammon, as well as 95 other employees, participate in this plan, while our Chairman and our CEO do not. Our LTIP provides for annual discretionary awards based upon significant accomplishments by the individual participants and the achievement of the financial and non-financial objectives previously described. The goals are developed with the objective of being attainable with a sustained, focused and concerted effort and are determined and communicated in January of each plan year. Participation is discretionary and is determined by the Chairman and the CEO who recommend awards to the Compensation Committee annually in the fourth quarter. Except for limited situations of extraordinary performance, awards are capped at 1.5 times base salary and finalized in the first quarter of the following year. These cash-based awards are subject to mandatory deferral and equal annual vesting over a five-year period starting in the performance year. In 2009, participants allocated the value of their deferral accounts among various investment alternatives, which were determined by a vote of all participants. Beginning in 2010, the investment allocation for each participant's deferral accounts has been determined by each participant rather than by the vote of all participants. Gains or losses may be incurred based on investment performance. Participating NEOs may elect to defer all or a part of the award or receive payment in cash after the five-year mandatory deferral and vesting period. Vested balances (including any investment profits or losses thereon) of terminating participants are paid at the time of termination.

Incremental Profit Sharing Plan

The Incremental Profit Sharing Plan, or IPSP, is designed to align our interests and the interests of the Chairman and the CEO. The IPSP provides for a cash award to each participant based upon our achievement of a specified adjusted diluted earnings per share, or EPS, target for any calendar year. The EPS targets to achieve the award were established by the Compensation Committee in 2009 and are to be achieved no later than calendar year end 2013. The individual profit sharing award that may be earned is $12 million if our EPS is greater than $23.14 per share, but less than or equal to $24.24 per share, $25 million if our EPS is greater than $24.24 per share, but less than $25.37 per share, or $40 million if our EPS is greater than $25.37 per share. Messrs. Goodman and Anderson and Ms. Sammon do not participate in this plan.

Other Employee Benefits

Supplemental Executive Retirement Plan

The MidAmerican Energy Company Supplemental Executive Retirement Plan for Designated Officers, or SERP, provides additional retirement benefits to participants. We include the SERP as part of the participating NEO's overall compensation in order to provide a comprehensive, competitive package and as a key retention tool. Messrs. Sokol, Abel and Goodman participate in the SERP and we have no plans to add new participants in the future. The SERP provides annual retirement benefits of up to 65% of a participant's total cash compensation in effect immediately prior to retirement, subject to an annual $1 million maximum retirement benefit. Total cash compensation means (a) the highest amount payable to a participant as monthly base salary during the five years immediately prior to retirement multiplied by 12, plus (b) the average of the participant's annual awards under an annual incentive bonus program during the three years immediately prior to the year of retirement and (c) special, additional or non-recurring bonus awards, if any, that are required to be included in total cash compensation pursuant to a participant's employment agreement or approved for inclusion by the Board of Directors. All participating NEOs have met the five-year service requirement under the plan. Mr. Goodman's SERP benefit will be reduced by the amount of his regular retirement benefit under the MidAmerican Energy Company Retirement Plan, his actuarially equivalent benefit under the fixed 401(k) contribution option and ratably for retirement between ages 55 and 65.

Deferred Compensation Plan

The MidAmerican Energy Holdings Company Executive Voluntary Deferred Compensation Plan, or DCP, provides a means for all NEOs to make voluntary deferrals of up to 50% of base salary and 100% of short-term incentive compensation awards. We include the DCP as part of the participating NEO's overall compensation in order to provide a comprehensive, competitive package. The deferrals and any investment returns grow on a tax-deferred basis. Amounts deferred under the DCP receive a rate of return based on the returns of any combination of eight investment options offered under the DCP and selected by the participant. The plan allows participants to choose from three forms of distribution. The plan permits us to make discretionary contributions on behalf of participants, however we have not made contributions to date.

Financial Planning and Tax Preparation

We reimburse NEOs for financial planning and tax preparation services. The value of the benefit is included in the NEO's taxable income. It is offered both as a competitive benefit itself and also to help ensure our NEOs best utilize the other forms of compensation we provide to them.

Executive Life Insurance

We provide universal life insurance to Messrs. Sokol, Abel and Goodman, having a death benefit of two times annual base salary during employment, reducing to one times annual base salary in retirement. The value of the benefit is included in the NEO's taxable income. We include the executive life insurance as part of the participating NEO's overall compensation in order to provide a comprehensive, competitive package.

Potential Payments Upon Termination

Certain NEOs are entitled to post-termination payments in the event their employment is terminated under certain circumstances. We believe these post-termination payments are an important component of the competitive compensation package we offer to these NEOs.

Compensation Committee Report

The Compensation Committee, consisting of Messrs. Buffett and Scott, has reviewed and discussed the Compensation Discussion and Analysis with management and, based on this review and discussion, has recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this Annual Report on Form 10-K.

Summary Compensation Table

The following table sets forth information regarding compensation earned by each of our NEOs during the years indicated:

Name and Principal Position	Year	Base Salary ($)	Bonus[1] ($)	Non-Equity Incentive Plan Compensation ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings[2] ($)	All Other Compensation[3] ($)	Total[4] ($)
David L. Sokol, Chairman of the Board of Directors	2009	$ 750,000	$ 6,000,000	$ -	$ 980,000	$ 252,926	$ 7,982,926
	2008	822,917	13,000,000	-	-	424,749	14,247,666
	2007	850,000	4,000,000	-	-	213,038	5,063,038
Gregory E. Abel, President and Chief Executive Officer	2009	1,000,000	5,000,000	-	890,000	266,699	7,156,699
	2008	1,000,000	5,000,000	-	369,000	437,792	6,806,792
	2007	775,000	4,000,000	-	-	370,624	5,145,624
Patrick J. Goodman, Senior Vice President and Chief Financial Officer	2009	340,000	1,292,543	-	203,000	58,667	1,894,210
	2008	330,000	673,081	-	18,000	45,631	1,066,712
	2007	320,000	889,306	-	51,000	47,868	1,308,174
Douglas L. Anderson, Senior Vice President and General Counsel	2009	308,000	922,618	-	5,000	51,650	1,287,268
	2008	300,000	558,397	-	28,000	31,536	917,933
	2007	291,500	788,705	-	20,000	29,372	1,129,577
Maureen E. Sammon, Senior Vice President and Chief Administrative Officer	2009	221,000	524,790	-	5,000	37,495	788,285
	2008	215,000	250,930	-	31,000	20,159	517,089
	2007	196,659	452,903	-	17,000	20,291	686,853

(1) Consists of annual cash incentive awards earned pursuant to the PIP for our NEOs, performance awards earned related to non-routine projects, special achievement bonuses and the vesting of LTIP awards and associated vested earnings. The breakout for 2009 is as follows:

	PIP	Performance Award	Special Achievement Bonus	LTIP	
David L. Sokol	$ 6,000,000	$ -	$ -	$ -	
Gregory E. Abel	5,000,000	-	-	-	
Patrick J. Goodman	375,000	-	-	917,543	($288,543 in investment earnings)
Douglas L. Anderson	300,000	-	-	622,618	($209,387 in investment earnings)
Maureen E. Sammon	140,000	-	-	384,790	($129,490 in investment earnings)

The ultimate payouts of LTIP awards are undeterminable as the amounts to be paid out may increase or decrease depending on investment performance. Net income, the net income target goal and the matrix below were used in determining the gross amount of the LTIP award available to the participants. Net income for determining the award and the award are subject to discretionary adjustment by the Chairman, CEO and Compensation Committee. In 2009, the gross award and per-point value were determined based on the overall achievement of our financial and non-financial objectives.

Net Income	Award
Less than or equal to net income target goal	None
Exceeds net income target goal by 0.01% - 3.25%	15% of excess
Exceeds net income target goal by 3.251% - 6.50%	15% of the first 3.25% excess; 25% of excess over 3.25%
Exceeds net income target goal by more than 6.50%	15% of the first 3.25% excess; 25% of the next 3.25% excess; 35% of excess over 6.50%

Points are allocated among plan participants either as initial points or year-end performance points. A nominating committee recommends the point allocation, subject to approval by the Chairman and the CEO, based upon a discretionary evaluation of individual achievement of financial and non-financial goals previously described herein. A participant's award equals the participants allocated points multiplied by the final per-point value, capped at 1.5 times base salary except in extraordinary circumstances.

(2) Amounts are based upon the aggregate increase in the actuarial present value of all qualified and nonqualified defined benefit plans, which include our cash balance and SERP, as applicable. Amounts are computed using assumptions consistent with those used in preparing the related pension disclosures in our Notes to Consolidated Financial Statements in Item 8 of this Form 10-K and are as of the pension plans' measurement dates. No participant in our DCP earned "above-market" or "preferential" earnings on amounts deferred.

(3) Amounts consist of vacation payouts and defined contribution plan matching and fixed contributions we paid on behalf of the NEOs, as well as perquisites and other personal benefits related to life insurance premiums, the personal use of corporate aircraft and financial planning and tax preparation that we paid on behalf of Messrs. Sokol, Abel, Goodman and Anderson. The personal use of corporate aircraft represents our incremental cost of providing this personal benefit determined by applying the percentage of flight hours used for personal use to our variable expenses incurred from operating our corporate aircraft. All other compensation is based upon amounts paid by us.

Items required to be reported and quantified are as follows: Mr. Sokol - life insurance premiums of $50,395 and personal use of corporate aircraft of $180,366; Mr. Abel - life insurance premiums of $64,103 and personal use of corporate aircraft of $182,865; Mr. Goodman - life insurance premiums of $16,050, financial planning and tax preparation of $5,085 and 401(k) fixed contributions of $19,150; Mr. Anderson - vacation payouts of $22,507 and 401(k) fixed contributions of $19,150; and Ms. Sammon - 401(k) fixed contributions of $18,590.

(4) Any amounts voluntarily deferred by the NEO, if applicable, are included in the appropriate column in the summary compensation table.

Option Exercises and Stock Vested

The following table sets forth information regarding stock options exercised by Messrs. Sokol and Abel during the year ended December 31, 2009:

	Option Awards[(1)]	
Name	Number of shares acquired on exercises (#)	Value realized on exercise ($)
David L. Sokol	549,277	$ 96,096,011
Gregory E. Abel	154,052	26,951,397

(1) We have not issued stock options or other forms of equity-based awards since March 2000. All stock option exercises relate to previously granted options held by Messrs. Sokol and Abel and were fully vested prior to 2009. Accordingly, we have omitted the Stock Awards columns from the Option Exercises and Stock Vested Table. Neither Mr. Sokol nor Mr. Abel has any outstanding stock options as of December 31, 2009.

Pension Benefits

The following table sets forth certain information regarding the defined benefit pension plan accounts held by each of our NEOs as of December 31, 2009:

Name	Plan name	Number of years credited service[(1)] (#)	Present value of accumulated benefit[(2)] ($)	Payments during last fiscal year ($)
David L. Sokol	SERP	n/a	$ 6,395,000	$ -
	MidAmerican Energy Company Retirement Plan	n/a	236,000	-
Gregory E. Abel	SERP	n/a	4,935,000	-
	MidAmerican Energy Company Retirement Plan	n/a	227,000	-
Patrick J. Goodman	SERP	15 years	618,000	-
	MidAmerican Energy Company Retirement Plan	11 years	204,000	-
Douglas L. Anderson	MidAmerican Energy Company Retirement Plan	11 years	209,000	-
Maureen E. Sammon	MidAmerican Energy Company Retirement Plan	23 years	235,000	-

(1) The pension benefits for Messrs. Sokol and Abel do not depend on their years of service, as both have already reached their maximum benefit levels based on their respective ages and previous triggering events described in their employment agreements. Mr. Goodman's credited years of service includes eleven years of service with us and, for purposes of the SERP only, four additional years of imputed service from a predecessor company.

(2) Amounts are computed using assumptions consistent with those used in preparing the related pension disclosures in our Notes to Consolidated Financial Statements in Item 8 of this Form 10-K and are as of December 31, 2009, which is the measurement date for the plans. The present value of accumulated benefits for the SERP was calculated using the following assumptions: (1) Mr. Sokol – a 100% joint and survivor annuity; (2) Mr. Abel – a 100% joint and survivor annuity; and (3) Mr. Goodman – a 66 2/3% joint and survivor annuity. The present value of accumulated benefits for the MidAmerican Energy Company Retirement Plan was calculated using a lump sum payment assumption. The present value assumptions used in calculating the present value of accumulated benefits for both the SERP and the MidAmerican Energy Company Retirement Plan were as follows: a cash balance interest crediting rate of 1.77% in 2009, 1.01% in 2010 and 5.25% thereafter; cash balance conversion rates of 5.10% in 2009, 5.40% in 2010, 5.70% in 2011 and 6.00% in 2012 and thereafter; a discount rate of 6.00%; an expected retirement age of 65; postretirement mortality using the RP-2000 M/F tables; and cash balance conversion mortality using the Notice 2008-85 tables.

In 2008, non-union employee participants in the MidAmerican Energy Company Retirement Plan were offered the option to continue to receive pay credits in the MidAmerican Energy Company Retirement Plan or receive equivalent fixed contributions to the MidAmerican Energy Company Retirement Savings Plan, or 401(k) plan, with any such election becoming effective January 1, 2009. Messrs. Goodman and Anderson and Ms. Sammon elected the equivalent fixed 401(k) contribution option and, therefore, will no longer receive pay credits in the MidAmerican Energy Company Retirement Plan; however, they each will continue to receive interest credits.

The SERP provides annual retirement benefits up to 65% of a participant's total cash compensation in effect immediately prior to retirement, subject to an annual $1 million maximum retirement benefit. Total cash compensation means (i) the highest amount payable to a participant as monthly base salary during the five years immediately prior to retirement multiplied by 12, plus (ii) the average of the participant's awards under an annual incentive bonus program during the three years immediately prior to the year of retirement and (iii) special, additional or non-recurring bonus awards, if any, that are required to be included in total cash compensation pursuant to a participant's employment agreement or approved for inclusion by the Board of Directors. Mr. Goodman's SERP benefit will be reduced by the amount of his regular retirement benefit under the MidAmerican Energy Company Retirement Plan, his actuarially equivalent benefit under the fixed 401(k) contribution option and ratably for retirement between ages 55 and 65. A survivor benefit is payable to a surviving spouse under the SERP. Benefits from the SERP will be paid out of general corporate funds; however, through a Rabbi trust, we maintain life insurance on participants in amounts expected to be sufficient to fund the after-tax cost of the projected benefits. Deferred compensation is considered part of the salary covered by the SERP.

Under the MidAmerican Energy Company Retirement Plan, each NEO has an account, for record-keeping purposes only, to which credits are allocated annually based upon a percentage of the NEO's base salary and incentive paid in the plan year. In addition, all balances in the accounts of NEOs earn a fixed rate of interest that is credited annually. The interest rate for a particular year is based on the one-year constant maturity Treasury yield plus seven-tenths of one percentage point. Each NEO is vested in the MidAmerican Energy Company Retirement Plan. At retirement, or other termination of employment, an amount equal to the vested balance then credited to the account is payable to the NEO in the form of a lump sum or an annuity.

Nonqualified Deferred Compensation

The following table sets forth certain information regarding the nonqualified deferred compensation plan accounts held by each of our NEOs at December 31, 2009:

Name	Executive contributions in 2009[(1)] ($)	Registrant contributions in 2009 ($)	Aggregate earnings in 2009 ($)	Aggregate withdrawals/ distributions ($)	Aggregate balance as of December 31, 2009[(2)] ($)
David L. Sokol	$ -	$ -	$ -	$ -	$ -
Gregory E. Abel	250,000	-	165,309	-	1,157,050
Patrick J. Goodman	-	-	169,644	(40,019)	966,189
Douglas L. Anderson	-	-	163,807	(35,824)	1,268,906
Maureen E. Sammon	160,140	-	122,297	-	735,943

(1) The contribution amount shown for Mr. Abel is included in the 2009 total compensation reported for him in the Summary Compensation Table and is not additional earned compensation. The contribution amount shown for Ms. Sammon includes $83,847 earned toward her 2005 LTIP award prior to 2009 and thus is not included in the 2009 total compensation reported for her in the Summary Compensation Table.

(2) Excludes the value of 10,041 shares of our common stock reserved for issuance to Mr. Abel. Mr. Abel deferred the right to receive the value of these shares pursuant to a legacy nonqualified deferred compensation plan.

Eligibility for our DCP is restricted to select management and highly compensated employees. The plan provides tax benefits to eligible participants by allowing them to defer compensation on a pretax basis, thus reducing their current taxable income. Deferrals and any investment returns grow on a tax-deferred basis, thus participants pay no income tax until they receive distributions. The DCP permits participants to make a voluntary deferral of up to 50% of base salary and 100% of short-term incentive compensation awards. All deferrals are net of social security taxes. Amounts deferred under the DCP receive a rate of return based on the returns of any combination of eight investment options offered by the plan and selected by the participant. Gains or losses are calculated daily, and returns are posted to accounts based on participants' fund allocation elections. Participants can change their fund allocations as of the end of any day on which the market is open.

The DCP allows participants to maintain three accounts based upon when they want to receive payments: retirement account, in-service account and education account. Both the retirement and in-service accounts can be distributed as lump sums or in up to 10 annual installments. The education account is distributed in four annual installments. If a participant leaves employment prior to retirement (age 55) all amounts in the participant's account will be paid out in a lump sum as soon as administratively practicable. Participants are 100% vested in their deferrals and any investment gains or losses recorded in their accounts.

Participants in our LTIP also have the option of deferring all or a part of those awards after the five-year mandatory deferral and vesting period. The provisions governing the deferral of LTIP awards are similar to those described for the DCP above.

Potential Payments Upon Termination

We have entered into employment agreements with Messrs. Sokol, Abel and Goodman that provide for payments following termination of employment under various circumstances, which do not include change-in-control provisions.

Mr. Sokol's employment will terminate upon his resignation, permanent disability, death, termination by us with or without cause, or our failure to provide Mr. Sokol with the compensation or to maintain the job responsibilities set forth in his employment agreement. A termination of employment of either Messrs. Abel or Goodman will occur upon his resignation (with or without good reason), permanent disability, death, or termination by us with or without cause. The employment agreements for Messrs. Sokol and Abel also include provisions specific to the calculation of their respective SERP benefits.

Neither Mr. Anderson nor Ms. Sammon has an employment agreement. Where a NEO does not have an employment agreement, or in the event that the agreements for Messrs. Sokol, Abel and Goodman do not address an issue, payments upon termination are determined by the applicable plan documents and our general employment policies and practices as discussed below.

The following discussion provides further detail on post-termination payments.

David L. Sokol

Mr. Sokol's employment agreement provides that in the event Mr. Sokol is terminated as Chairman of the Board due to death, disability or other than for cause, he is entitled to (i) any accrued but unpaid base salary plus an amount equal to the aggregate annual base salary that would have been paid to him through the fifth anniversary of the date he commenced his employment solely as Chairman of the Board and (ii) the continuation of his senior executive employee benefits (or the economic equivalent thereof) through such fifth anniversary.

Payments made in accordance with the employment agreement are contingent on Mr. Sokol complying with the confidentiality and post-employment restrictions described therein. The term of the agreement is the period of time beginning on the date Mr. Sokol relinquished his position as CEO, April 16, 2008, and ending on the fifth anniversary of such date, April 16, 2013, unless earlier terminated pursuant to the agreement.

The following table sets forth the estimated enhancements to payments pursuant to the termination scenarios described above. Payments or benefits that are not enhanced in form or amount upon the occurrence of a particular termination scenario, which include 401(k) account balances and those portions of life insurance benefits and cash balance pension amounts that would have otherwise been paid, are not included herein. All estimated payments reflected in the table below assume termination on December 31, 2009, and are payable as lump sums unless otherwise noted.

Termination Scenario	Cash Severance[1]	Incentive	Life Insurance[2]	Pension[3]	Benefits Continuation[4]	Excise and Other Taxes[5]
Retirement	$ -	$ -	$ -	$ 8,435,000	$ -	$ -
Involuntary Without Cause, Company Breach and Disability	2,468,750	-	-	8,435,000	80,170	-
Death	2,468,750	-	1,432,804	7,697,000	80,170	-

(1) The cash severance payments are determined in accordance with Mr. Sokol's employment agreement.

(2) Life insurance benefits are equal to two times base salary, as of the preceding June 1, less the benefits otherwise payable in all other termination scenarios, which are equal to the total cash value of the policies less cumulative premiums paid by us.

(3) Pension values represent the excess of the present value of benefits payable under each termination scenario over the amount already reflected in the Pension Benefits Table. Mr. Sokol's death scenario is based on a 100% joint and survivor with 15-year certain annuity commencing immediately. Mr. Sokol's other termination scenarios are based on a 100% joint and survivor annuity commencing immediately.

(4) Includes health and welfare, life insurance and financial planning and tax preparation benefits for five years. The health and welfare benefit amounts are estimated using the rates we currently charge employees terminating employment but electing to continue their medical, dental and vision insurance after termination. These amounts are grossed-up for taxes and then reduced by the amount Mr. Sokol would have paid if he had continued his employment. The life insurance benefit amounts are based on the cost of individual policies offering benefits equivalent to our group coverage and are grossed-up for taxes. These amounts also assume benefit continuation for the entire five year period, with no offset by another employer. We will also continue to provide financial planning and tax preparation reimbursement, or the economic equivalent thereof, for five years or pay a lump sum cash amount to keep Mr. Sokol in the same economic position on an after-tax basis. The amount included is based on an annual estimated cost using the most recent three-year average annual reimbursement. If it is determined that benefits paid with respect to the extension of medical and dental benefits to Mr. Sokol would not be exempt from taxation under the Internal Revenue Code, we shall pay to Mr. Sokol a lump sum cash payment following separation from service to allow him to obtain equivalent medical and dental benefits and which would put him in the same after-tax economic position.

(5) As provided in Mr. Sokol's employment agreement, should it be deemed under Section 280G of the Internal Revenue Code that termination payments constitute excess parachute payments subject to an excise tax, we will gross up such payments to cover the excise tax and any additional taxes associated with such gross-up. Based on computations prescribed under Section 280G and related regulations, we do not believe that any of the termination scenarios are subject to any excise tax.

Gregory E. Abel

Mr. Abel's employment agreement entitles him to receive two years base salary continuation and payments in respect of average bonuses for the prior two years in the event we terminate his employment other than for cause. The payments are to be paid as a lump sum with no discount for present valuation.

In addition, if Mr. Abel's employment is terminated due to death, permanent disability or other than for cause, he is entitled to continuation of his senior executive employee benefits (or the economic equivalent thereof) for two years. If Mr. Abel resigns, we must pay him any accrued but unpaid base salary, unless he resigns for good reason, in which case he will receive the same benefits as if he were terminated other than for cause.

Payments made in accordance with the employment agreement are contingent on Mr. Abel complying with the confidentiality and post-employment restrictions described therein. The term of the agreement effectively expires on August 6, 2014, and is extended automatically for additional one year terms thereafter subject to Mr. Abel's election to decline renewal at least 365 days prior to the August 6 that is four years prior to the current expiration date (or by August 6, 2010 for the agreement not to extend to August 6, 2015).

The following table sets forth the estimated enhancements to payments pursuant to the termination scenarios indicated. Payments or benefits that are not enhanced in form or amount upon the occurrence of a particular termination scenario, which include 401(k) and nonqualified deferred compensation account balances and those portions of life insurance benefits and cash balance pension amounts that would have otherwise been paid, are not included herein. All estimated payments reflected in the table below assume termination on December 31, 2009, and are payable as lump sums unless otherwise noted.

Termination Scenario	Cash Severance(1)	Incentive	Life Insurance(2)	Pension(3)	Benefits Continuation(4)	Excise and Other Taxes(5)
Retirement, Voluntary and Involuntary With Cause	$ -	$ -	$ -	$ 10,947,000	$ -	$ -
Involuntary Without Cause, Disability and Voluntary With Good Reason	12,000,000	-	-	10,947,000	53,167	-
Death	12,000,000	-	1,957,437	10,608,000	53,167	-

(1) The cash severance payments are determined in accordance with Mr. Abel's employment agreement.

(2) Life insurance benefits are equal to two times base salary, as of the preceding June 1, less the benefits otherwise payable in all other termination scenarios, which are equal to the total cash value of the policies less cumulative premiums paid by us.

(3) Pension values represent the excess of the present value of benefits payable under each termination scenario over the amount already reflected in the Pension Benefits Table. Mr. Abel's death scenario is based on a 100% joint and survivor with 15-year certain annuity commencing immediately. Mr. Abel's other termination scenarios are based on a 100% joint and survivor annuity commencing immediately.

(4) Includes health and welfare, life insurance and financial planning and tax preparation benefits for two years. The health and welfare benefit amounts are estimated using the rates we currently charge employees terminating employment but electing to continue their medical, dental and vision insurance after termination. These amounts are grossed-up for taxes and then reduced by the amount Mr. Abel would have paid if he had continued his employment. The life insurance benefit amounts are based on the cost of individual policies offering benefits equivalent to our group coverage and are grossed-up for taxes. These amounts also assume benefit continuation for the entire two year period, with no offset by another employer. We will also continue to provide financial planning and tax preparation reimbursement, or the economic equivalent thereof, for two years or pay a lump sum cash amount to keep Mr. Abel in the same economic position on an after-tax basis. The amount included is based on an annual estimated cost using the most recent three-year average annual reimbursement. If it is determined that benefits paid with respect to the extension of medical and dental benefits to Mr. Abel would not be exempt from taxation under the Internal Revenue Code, we shall pay to Mr. Abel a lump sum cash payment following separation from service to allow him to obtain equivalent medical and dental benefits and which would put him in the same after-tax economic position.

(5) As provided in Mr. Abel's employment agreement, should it be deemed under Section 280G of the Internal Revenue Code that termination payments constitute excess parachute payments subject to an excise tax, we will gross up such payments to cover the excise tax and any additional taxes associated with such gross-up. Based on computations prescribed under Section 280G and related regulations, we believe that none of the termination scenarios are subject to any excise tax.

Patrick J. Goodman

Mr. Goodman's employment agreement entitles him to receive two years base salary continuation and payments in respect of average bonuses for the prior two years in the event we terminate his employment other than for cause. The payments are to be paid as a lump sum with no discount for present valuation.

In addition, if Mr. Goodman's employment is terminated due to death, permanent disability or other than for cause, he is entitled to continuation of his senior executive employee benefits (or the economic equivalent thereof) for one year. If Mr. Goodman resigns, we must pay him any accrued but unpaid base salary, unless he resigns for good reason, in which case he will receive the same benefits as if he were terminated other than for cause.

Payments made in accordance with the employment agreement are contingent on Mr. Goodman complying with the confidentiality and post-employment restrictions described therein. The term of the agreement expires on April 21, 2011, but is extended automatically for additional one year terms thereafter subject to Mr. Goodman's election to decline renewal at least 365 days prior to the then current expiration date or termination.

The following table sets forth the estimated enhancements to payments pursuant to the termination scenarios indicated. Payments or benefits that are not enhanced in form or amount upon the occurrence of a particular termination scenario, which include 401(k) and nonqualified deferred compensation account balances and those portions of long-term incentive payments, life insurance benefits and cash balance pension amounts that would have otherwise been paid, are not included herein. All estimated payments reflected in the table below assume termination on December 31, 2009, and are payable as lump sums unless otherwise noted.

Termination Scenario	Cash Severance[(1)]	Incentive[(2)]	Life Insurance[(3)]	Pension[(4)]	Benefits Continuation[(5)]	Excise and Other Taxes[(6)]
Retirement and Voluntary	$ -	$ -	$ -	$ 631,000	$ -	$ -
Involuntary With Cause	-	-	-	-	-	-
Involuntary Without Cause and Voluntary With Good Reason	2,887,500	-	-	631,000	16,408	993,671
Death	2,887,500	1,432,588	667,776	3,844,000	16,408	-
Disability	2,887,500	1,432,588	-	1,823,000	16,408	-

(1) The cash severance payments are determined in accordance with Mr. Goodman's employment agreement.

(2) Amounts represent the unvested portion of Mr. Goodman's LTIP account, which becomes 100% vested upon his death or disability.

(3) Life insurance benefits are equal to two times base salary, as of the preceding June 1, less the benefits otherwise payable in all other termination scenarios, which are equal to the total cash value of the policies less cumulative premiums paid by us.

(4) Pension values represent the excess of the present value of benefits payable under each termination scenario over the amount already reflected in the Pension Benefits Table. Mr. Goodman's voluntary termination, retirement, involuntary without cause, and change in control termination scenarios are based on a 66 2/3% joint and survivor annuity commencing at age 55 (reductions for termination prior to age 55 and commencement prior to age 65). Mr. Goodman's disability scenario is based on a 66 2/3% joint and survivor annuity commencing at age 55 (no reduction for termination prior to age 55, reduced for commencement prior to age 65). Mr. Goodman's death scenario is based on a 100% joint and survivor with 15-year certain annuity commencing immediately (no reduction for termination prior to age 55 and commencement prior to age 65).

(5) Includes health and welfare, life insurance and financial planning and tax preparation benefits for one year. The health and welfare benefit amounts are estimated using the rates we currently charge employees terminating employment but electing to continue their medical, dental and vision insurance after termination. These amounts are grossed-up for taxes and then reduced by the amount Mr. Goodman would have paid if he had continued his employment. The life insurance benefit amounts are based on the cost of individual policies offering benefits equivalent to our group coverage and are grossed-up for taxes. These amounts also assume benefit continuation for the entire one year period, with no offset by another employer. We will also continue to provide financial planning and tax preparation reimbursement, or the economic equivalent thereof, for one year or pay a lump sum cash amount to keep Mr. Goodman in the same economic position on an after-tax basis. The amount included is based on an annual estimated cost using the most recent three-year average annual reimbursement.

(6) As provided in Mr. Goodman's employment agreement, should it be deemed under Section 280G of the Internal Revenue Code that termination payments constitute excess parachute payments subject to an excise tax, we will gross up such payments to cover the excise tax and any additional taxes associated with such gross-up. Based on computations prescribed under Section 280G and related regulations, we believe that only the Involuntary Without Cause and Voluntary With Good Reason termination scenarios are subject to any excise tax.

Douglas L. Anderson

The following table sets forth the estimated enhancements to payments pursuant to the termination scenarios indicated. Payments or benefits that are not enhanced in form or amount upon the occurrence of a particular termination scenario, which include 401(k) and nonqualified deferred compensation account balances and those portions of long-term incentive payments and cash balance pension amounts that would have otherwise been paid, are not included herein. All estimated payments reflected in the table below assume termination on December 31, 2009, and are payable as lump sums unless otherwise noted.

Termination Scenario	Cash Severance	Incentive(1)	Life Insurance	Pension(2)	Benefits Continuation	Excise and Other Taxes
Retirement, Voluntary and Involuntary With or Without Cause	$ -	$ -	$ -	$ 30,000	$ -	$ -
Death and Disability	-	845,689	-	30,000	-	-

(1) Amounts represent the unvested portion of Mr. Anderson's LTIP account, which becomes 100% vested upon his death or disability.

(2) Pension values represent the excess of the present value of benefits payable under each termination scenario over the amount already reflected in the Pension Benefits Table.

Maureen E. Sammon

The following table sets forth the estimated enhancements to payments pursuant to the termination scenarios indicated. Payments or benefits that are not enhanced in form or amount upon the occurrence of a particular termination scenario, which include 401(k) and nonqualified deferred compensation account balances and those portions of long-term incentive payments and cash balance pension amounts that would have otherwise been paid, are not included herein. All estimated payments reflected in the table below assume termination on December 31, 2009, and are payable as lump sums unless otherwise noted.

Termination Scenario	Cash Severance	Incentive(1)	Life Insurance	Pension(2)	Benefits Continuation	Excise and Other Taxes
Retirement, Voluntary and Involuntary With or Without Cause	$ -	$ -	$ -	$ 45,000	$ -	$ -
Death and Disability	-	509,513	-	45,000	-	-

(1) Amounts represent the unvested portion of Ms. Sammon's LTIP account, which becomes 100% vested upon her death or disability.

(2) Pension values represent the excess of the present value of benefits payable under each termination scenario over the amount already reflected in the Pension Benefits Table.

Director Compensation

Our directors are not paid any fees for serving as directors. All directors are reimbursed for their expenses incurred in attending Board of Directors meetings.

Compensation Committee Interlocks and Insider Participation

Mr. Buffett is the Chairman of the Board of Directors and Chief Executive Officer of Berkshire Hathaway, our majority owner. Mr. Scott is a former officer of ours. Based on the standards of the New York Stock Exchange, Inc. on which the common stock of our majority owner, Berkshire Hathaway, is listed, our Board of Directors has determined that Messrs. Buffett and Scott are not independent because of their ownership of our common stock. None of our executive officers serves as a member of the compensation committee of any company that has an executive officer serving as a member of our Board of Directors. None of our executive officers serves as a member of the board of directors of any company that has an executive officer serving as a member of our Compensation Committee. See also Item 13 of this Form 10-K.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Beneficial Ownership

We are a consolidated subsidiary of Berkshire Hathaway. The balance of our common stock is owned by a Mr. Scott (along with family members and related entities) and Mr. Abel. The following table sets forth certain information regarding beneficial ownership of our shares of common stock held by each of our directors, executive officers and all of our directors and executive officers as a group as of January 31, 2010:

Name and Address of Beneficial Owner(1)	Number of Shares Beneficially Owned(2)	Percentage Of Class(2)
Berkshire Hathaway(3)	67,035,061	89.55%
Walter Scott, Jr.(4)	4,700,000	6.28%
David L. Sokol	-	-
Gregory E. Abel	595,940	0.80%
Douglas L. Anderson	-	-
Warren E. Buffett(5)	-	-
Patrick J. Goodman	-	-
Marc D. Hamburg(5)	-	-
Maureen E. Sammon	-	-
All directors and executive officers as a group (8 persons)	5,295,940	7.07%

(1) Unless otherwise indicated, each address is c/o MidAmerican Energy Holdings Company at 666 Grand Avenue, 29th Floor, Des Moines, Iowa 50309.

(2) Includes shares of which the listed beneficial owner is deemed to have the right to acquire beneficial ownership under Rule 13d-3(d) under the Securities Exchange Act, including, among other things, shares which the listed beneficial owner has the right to acquire within 60 days.

(3) Such beneficial owner's address is 1440 Kiewit Plaza, Omaha, Nebraska 68131.

(4) Excludes 2,528,000 shares held by family members and family controlled trusts and corporations, or Scott Family Interests, as to which Mr. Scott disclaims beneficial ownership. Mr. Scott's address is 1000 Kiewit Plaza, Omaha, Nebraska 68131.

(5) Excludes 67,035,061 shares of common stock held by Berkshire Hathaway as to which Messrs. Buffett and Hamburg disclaim beneficial ownership.