

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND PALOS PARK (VILLAGE OF) IL

DATE: February 24, 2014

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican dated March 29, 2011 (the "Retail Electric Supplier Agreement"), identified as contract number 23407. The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on February 24, 2014 only at MidAmerican's sole discretion.

These Schedules identify the list of State and/or Delivery Company specific terms, Customer's properties, contact information, Energy Services Prices, Term and Quantities of Electric Energy, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Electric Supplier Agreement will be resolved in favor of these Schedules. Customer acknowledges that any conflict between the Retail Electric Supplier Agreement, and Customer's request for proposal, pricing or solicitation documents, will be resolved in favor of the Retail Electric Supplier Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Electric Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

The parties agree that the laws of the State of Illinois govern these Schedules.

LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
Palos Park (Village of) IL	0163062093	12100 S 82nd Ave PALOS PARK, IL 60464- 0000	Commonwealth Edison	03/05/2014	12/01/2016
Palos Park (Village of) IL	0416099020	135 Forest Edge Ct Lift Station PALOS PARK, IL 60464- 0000	Commonwealth Edison	04/01/2014	12/28/2016
Palos Park (Village of) IL	1023125083	12222 Will Cook Road PALOS PARK, IL 60464- 0000	Commonwealth Edison	03/31/2014	12/27/2016
VILLAGE OF PALOS PARK	1731053054	13030 110th AVE PALOS PARK, IL 60464- 0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	2199149072	9301 W 123 ST PALOS PARK, IL 60464- 0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	2919009002	9 PARTRIDGE PALOS PARK, IL 60464- 0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	3081105010	12101 SOUTHWEST HWY PALOS PARK, IL 60464- 0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	3117005065	12701 Kinvarra Dr PALOS PARK, IL 60464- 1756	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	3657007098	12100 S 82ND AVE PALOS PARK, IL 60464- 0000	Commonwealth Edison	03/05/2014	12/01/2016

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LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
VILLAGE OF PALOS PARK	3765087020	9540 123RD ST PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	4305030044	10101 125TH STREET PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	4593104051	68 OLD CREEK RD PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	6105046004	40 RAMSGATE PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	6195005000	8812 120TH PL PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	6303051092	12410 91ST AVE PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	6519008065	8201 ROUTE 83 PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	6645162032	24-1/2 ROMIGA PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016
VILLAGE OF PALOS PARK	7167030012	12355 WOLF RD PALOS PARK, IL 60464-0000	Commonwealth Edison	03/25/2014	12/21/2016

PLEASE SELECT APPLICABLE BILLING OPTIONS:

Individual invoices will be mailed to the Service Addresses listed above.

Individual invoices will be mailed to the Billing Address listed below for all properties:

Company Name:	Palos Park (Village of) IL
Attention to:	Accounts Payable
Title:	
Address:	8999 W 123rd St
City, State, Zip:	Palos Park, IL 60464
Phone No:	(708) 448-0639
Fax No:	(708) 448-9542

Unless specifically requested, MidAmerican will bill the customer using the Single Bill Option. For Dual Billing, select here.

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NOTICES. All written notices must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	<u>ContractAdmin-Electric@midamerican.com</u>

For Customer	
Company Name:	Palos Park (Village of) IL
Attention to:	Rick Boehm
Title:	Administrator
Address:	8999 W 123RD STREET
City, State, Zip:	PALOS PARK, IL 60464
Phone No:	(708) 448-0639
Fax No:	(708) 448-9542
E-mail address:	boehm@palospark.org

SCHEDULE B
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BETWEEN MIDAMERICAN AND PALOS PARK (VILLAGE OF) IL
ENERGY SERVICES - FIXED/VARIABLE SUPPLY PRICE

DATE: February 24, 2014

INTERVAL ENERGY USAGE shall be defined as all metered electric energy in kWh consumed each interval at the Customer's properties, as reported by the Delivery Company, and which shall not be adjusted for transmission and distribution losses. For billing purposes, Interval Energy Usage for Customer's non-interval meters, if any, will be determined by scaling monthly usage to the applicable class profile. Interval Energy Usage for non-interval meters, if any, will be added to interval usage recorded by Customer's interval meters to determine total Interval Energy Usage at the Customer's properties. MidAmerican may estimate Interval Energy Usage in the event of metering equipment malfunctions. Customer will be billed an amount corresponding to the time period set forth below ("Pricing Period") and will be applied to all the Customer's Interval Energy Usage, as reported by the Delivery Company, for its properties as listed on Schedule A.

PRICING PERIOD. The time period set forth below in the Pricing Period ("Pricing Period") corresponds to the Customer's meter reads of the Estimated Start Date and Estimated End Date, as listed on Schedule A.

ON-PEAK/OFF-PEAK FIXED PRICE. If Customer elects an On-Peak and Off-Peak Fixed Price, the on-peak and off-peak kWh will be determined using the guidelines set forth in the ComEd delivery tariffs. On-peak and off-peak energy usage for Customer's non-interval meters, if any, will be determined by the applicable class profile or existing interval meters. MidAmerican may estimate on-peak and off-peak usage in the event of metering equipment malfunctions.

FIXED PRICE. If Customer does not elect an On-Peak/Off-Peak Fixed Price, the Fixed Price will be applied to all usage within the respective Pricing Period.

VARIABLE PRICE. The Variable Price per kWh for Interval Energy Usage shall be the associated interval PJM ComEd Zone Day Ahead Locational Marginal Price (LMP) (in \$/kWh).

Pricing Period	On-Peak/Off-Peak Fixed Price (\$/kWh)		Fixed Price (\$/kWh)
	On-Peak	Off-Peak	
Mar 2014 - Dec 2016	N/A	N/A	\$0.04801

In addition to the Fixed and/or Variable Price in this Schedule B, MidAmerican will include and Customer will pay the following as additional line items on the monthly invoice, which may be subject to change in accordance with approved tariffs, operating agreements, business protocols and business practices of the Delivery Company, regional transmission organization (RTO), or independent system operator (ISO):

- **Transmission** charges represent all costs associated with providing transmission service as defined by the applicable transmission tariffs, and are based on MidAmerican's incurred costs and on network peak load contributions (where applicable) as furnished by the RTO, ISO, or Delivery Company.
- **Ancillary** charges include all other electric services as required under the applicable tariffs and operating services agreements with the RTO, ISO, or Delivery Company and are based on MidAmerican's incurred costs.
- **Capacity** charges will be assessed based on the locational reliability charge and peak load contribution (where applicable) as provided by the RTO, ISO, or Delivery Company and MidAmerican's incurred costs.
- **Line Loss** charges are based on the combined transmission and delivery tariff loss factors applied to the Fixed Price and/or Variable Price for each account separately.
- **Delivery** charges, as assigned by the Delivery Company, are applicable to Customer's properties, including but not limited to monthly customer charges, facilities, meter or equipment charges, transition charges, taxes, nuclear decommissioning costs, public purpose program costs, environmental program compliance costs and riders.
- **Renewable compliance charges** including but not limited to costs associated with renewable portfolio standards or all other environmental and renewable program compliance costs required by the Delivery Company, state or federal regulatory agencies and will be based on MidAmerican's incurred cost and billed as a separate line item.

Any future changes in business practice or business protocols of the Delivery Company, RTO, or ISO, Capacity charges, Ancillary charges or applicable Delivery charges or transmission tariffs that affect the items included in the applicable

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Transmission charges, Line Loss charges, or Variable Price as defined in this Schedule B, excluding Fixed Price, may be incorporated herein as a separate adjustment as of the effective date on which the change occurs or thereafter.

CONVERSION TO FIXED PRICING. Customer has the option to convert the Variable Price above to a Fixed Price at all the properties listed on Schedule A. To exercise this option, both parties must execute a revised Schedule B at least 10 days prior to Customer's earliest normal Delivery Company meter reading date for all properties. If the conversion to a Fixed Price is less than 100% of its firm electric energy at all of the properties listed on Schedule A, or if the conversion is only for a portion of any existing term, then the pricing and terms on any existing Schedule B shall remain in effect for all properties listed on Schedule A.

CHANGE IN LAWS. Costs incurred by MidAmerican after the date of this Schedule, resulting from changes in applicable federal or state law, tariffs or the regulatory interpretation that can be reasonably allocated to Customer, will be billed as an authorized charge or adjustment to prices as defined in the Schedules of this Agreement; provided, however, that this provision shall not affect the Fixed Price. In the event of a change in law, either Party then has the right to terminate this Agreement upon 30 days advance written notice to the other Party and any settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement. Such changes in applicable federal or state law or tariffs or regulatory interpretation will not be deemed an event of Force Majeure.

This Schedule B replaces in its entirety any prior Schedule B currently in effect between Customer and MidAmerican, relating to Customer's properties identified on Schedule A, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule B extends beyond the term of this Schedule B. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

Term:

Customer's Term will begin on or after the account estimated start date listed on Schedule A, and unless earlier terminated as provided in the Agreement, will end on or after the account estimated end date listed on Schedule A.

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These Schedules, the Retail Electric Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.

MidAmerican Energy Company

By: J. P. Kelleher
Printed Name: Jack Kelleher
Title: VP Unregulated Retail Services
Dated: FEB 28 2014

Palos Park (Village of) IL

By: R B Boehm
Printed Name: RICHARD B. BOEHM
Title: VILLAGE MANAGER
Dated: 2/26/14

The following Letter of Agency is required by the state of Illinois (Illinois law 815 ILCS 505/2EE) and protects you from being "slammed" or switched without authorization. MidAmerican Energy will keep a copy of this Letter on file for you.

Letter of Agency

Customer authorizes the Local Distribution Company (LDC) to change Customer's electric service provider to MidAmerican Energy Company effective as of the date hereof. The following information is provided to the LDC to facilitate Customer's request:

Customer: Palos Park (Village of) IL
Service Address: See Attached
Billing Address: 8999 W 123rd St
Palos Park, IL 60464
Telephone Numbers: Day (708) 448-0639
Evening _____
Account Number: See Attached

Customer and MidAmerican Energy have entered into a separate, mutually satisfactory electric service agreement. Customer permits LDC to provide Customer's billing and usage data to MidAmerican Energy. "The LDC may charge a fee for changing your electric service provider to MidAmerican Energy. MidAmerican Energy will pay this fee for Customer."

Letter of Agency is signed and submitted:

By: R.Boeh Date: 2/26/14

Illinois law 815 ILCS 505/2EE

An Attachment to Letter of Agency

Palos Park (Village of) IL
 8999 W 123RD ST
 PALOS PARK, IL 60464-1756
 Fax Number:
 E-mail Address:

Account Number	Account Name	Service Address	Delivery Company
0163062093	Palos Park (Village of) IL	12100 S 82nd Ave PALOS PARK, IL 60464-0000	Commonwealth Edison
0416099020	Palos Park (Village of) IL	135 Forest Edge Ct Lift Station PALOS PARK, IL 60464-0000	Commonwealth Edison
1023125083	Palos Park (Village of) IL	12222 Will Cook Road PALOS PARK, IL 60464-0000	Commonwealth Edison
1731053054	Palos Park (Village of) IL	13030 110th AVE PALOS PARK, IL 60464-0000	Commonwealth Edison
2199149072	Palos Park (Village of) IL	9301 W 123 ST PALOS PARK, IL 60464-0000	Commonwealth Edison
2919009002	Palos Park (Village of) IL	9 PARTRIDGE PALOS PARK, IL 60464-0000	Commonwealth Edison
3081105010	Palos Park (Village of) IL	12101 SOUTHWEST HWY PALOS PARK, IL 60464-0000	Commonwealth Edison
3117005065	Palos Park (Village of) IL	12701 Kinvarra Dr PALOS PARK, IL 60464-1756	Commonwealth Edison
3657007098	Palos Park (Village of) IL	12100 S 82ND AVE PALOS PARK, IL 60464-0000	Commonwealth Edison
3765087020	Palos Park (Village of) IL	9540 123RD ST PALOS PARK, IL 60464-0000	Commonwealth Edison
4305030044	Palos Park (Village of) IL	10101 125TH STREET PALOS PARK, IL 60464-0000	Commonwealth Edison
4593104051	Palos Park (Village of) IL	68 OLD CREEK RD PALOS PARK, IL 60464-0000	Commonwealth Edison
6105046004	Palos Park (Village of) IL	40 RAMSGATE PALOS PARK, IL 60464-0000	Commonwealth Edison
6195005000	Palos Park (Village of) IL	8812 120TH PL PALOS PARK, IL 60464-0000	Commonwealth Edison
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6519008065	Palos Park (Village of) IL	8201 ROUTE 83 PALOS PARK, IL 60464-0000	Commonwealth Edison
6645162032	Palos Park (Village of) IL	24-1/2 ROMIGA PALOS PARK, IL 60464-0000	Commonwealth Edison
7167030012	Palos Park (Village of) IL	12355 WOLF RD PALOS PARK, IL 60464-0000	Commonwealth Edison