



MidAmerican Energy Company
Unregulated Retail Services
4299 NW Urbandale Drive
Urbandale, IA 50322

RECEIVED
APR 25 2011

April 22, 2011

Rick Boehm
Palos Park (Village of) IL
8999 W 123rd St.
Palos Park, IL 60464

Re: Addendum to Schedule A

Dear Rick Boehm:

At MidAmerican, we take service and value very seriously. We are proud of our reputation for exceptional customer service and putting the customer first in every area of our operations.

We are pleased to report the enrollment process is complete for the account(s) you requested be added to your existing agreement for electric service. Enclosed you will find a copy of the executed Addendum to Schedule A. Please keep this document for future reference.

We sincerely appreciate your continued business and look forward to serving your future energy needs. If you have any questions, please contact your account executive or MidAmerican's Unregulated Retail Customer Services Department, which is available from 7 AM to 5 PM, Monday through Friday by calling 1-800-432-8574.

Sincerely,

A handwritten signature in black ink that reads "Linda Peterson". The signature is written in a cursive style with a large, looped "L" and "P".

Linda Peterson
Contract Administration

Enclosure

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

DATE: April 15, 2011

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 April 15, 2011 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. 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 with 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
Palos Park (Village of) IL	0163062093	12100 S 82nd Ave PALOS PARK, IL 60464-0000	Commonwealth Edison	05/03/2011
Palos Park (Village of) IL	0416099020	135 Forest Edge Ct Lift Station PALOS PARK, IL 60464-0000	Commonwealth Edison	05/31/2011
Palos Park (Village of) IL	1023125083	12222 Will Cook Road PALOS PARK, IL 60464-0000	Commonwealth Edison	05/27/2011

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: _____
 Attention to: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Phone No: _____
 Fax No: _____

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

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

DATE: April 15, 2011

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:	ContractAdmin-Electric@midamerican.com

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

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND PALOS PARK (VILLAGE OF) IL
ENERGY SERVICES - FIXED/VARIABLE SUPPLY PRICE

DATE: April 15, 2011

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") applied to all the Customer's Interval Energy Usage, as reported by the Delivery Company, for its properties 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	
May 2011 - Dec 2013	N/A	N/A	\$0.0462

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 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.

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

DATE: April 15, 2011

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 with 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 not begin earlier than the account estimated start date listed on Schedule A, and unless earlier terminated as provided in the Agreement, will end with Customer's December 2013 meter read.

RENEWAL PROVISION (RP): At the conclusion of the Term defined in this schedule or any Schedule, Customer price shall be defined under the Renewal Provision. Under the RP, Customer will pay the Variable Price plus an Adder for not less than twelve (12) months with the option to execute a Fixed Price for all properties shown on Schedule A. MidAmerican will include and Customer will pay the applicable additional line items depending on the service territory, including but not limited to Retail Services Charge, Line Loss charges, Transmission charges, Capacity charges, Ancillary charges and Delivery charges.

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DATE: April 15, 2011

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

Palos Park (Village of) IL

By: [Signature]

By: [Signature]

Printed Name: Vu Nguyen

Printed Name: RICHARD S. BOETTNER

Title: Director, Energy Products

Title: VILLAGE ADMINISTRATOR

Dated: 4/19/11

Dated: 4/19/11

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.

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.Boch

Date: 4/19/11

An Attachment to Letter of Agency

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

Account Number	Meter Number	Account Name	Service Address	Delivery Company
0163062093	999999999	Palos Park (Village of) IL	12100 S 82nd Ave PALOS PARK, IL 60464-0000	Commonwealth Edison
0416099020	999999999	Palos Park (Village of) IL	135 Forest Edge Ct Lift Station PALOS PARK, IL 60464-0000	Commonwealth Edison
1023125083	999999999	Palos Park (Village of) IL	12222 Will Cook Road PALOS PARK, IL 60464-0000	Commonwealth Edison