



From: John Geiger
Comfort Inn
8/3/2010

5/2011 - 5/2012
unsigned
copy to Ken 8/2/10
Disputed in
signature

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND COMFORT INN

DATE: June 18, 2010

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican dated April 15, 2009 (the "Retail Electric Supplier Agreement"), identified as contract number 17744. The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on June 18, 2010 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 Customer's May 2011 meter read, 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
Comfort Inn	0279386006	1200 N Frontage Rd Palatine, IL 60074-3374	Commonwealth Edison

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.

5/10/10 talk to John
Per talk to Carlon
Carlon 8/12/10
Previous Rate .0511 thru 5/2011
New rate 5/2011 .04770 thru 5/2013

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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:	ContractAdmin-Electric@midamerican.com

For Customer	
Company Name:	Comfort Inn
Attention to:	
Title:	
Address:	1200 N Frontage Rd
City, State, Zip:	Palatine, IL 60074
Phone No:	(847) 815-5020
Fax No:	
E-mail address:	

The person listed below will be the customer contact for operational notifications:

Customer's Operational Contact	
Name:	
Title:	
Day Phone Number:	
Evening Phone Number:	
Fax Number:	
E-mail Address:	

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND COMFORT INN
ENERGY SERVICES - FIXED/VARIABLE SUPPLY PRICE

DATE: June 18, 2010

Customer will be billed an amount corresponding to the time period set forth below ("Pricing Period") applied to all the Customer's electric energy usage at its properties as listed on Schedule A. During seasonal changes between Pricing Periods, Customer's usage will be prorated based on actual interval data (if available) or average daily usage (including on-peak and off-peak periods). The Fixed Price for the corresponding Pricing Period will then be applied. The transition between the Fixed Price and the Variable Price will become effective with the meter read date applicable to the bill month.

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 Hourly Energy Usage shall be the associated hourly 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 - May 2012	N/A	N/A	\$0.0484

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:

- **Transmission** charge includes all costs associated with transmission service as defined by the applicable transmission tariffs or the local utility company.
- **Ancillary** charge includes all costs for ancillary services as required under the applicable tariffs and operating services agreements with PJM or the local utility company.
- **Capacity** charge will be assessed based on the PJM Locational Reliability Charge and MidAmerican's incurred costs.
- **Line Loss** charges will be based on the combined transmission and delivery tariffed loss factors applied to the Fixed Price and/or Variable Price for each account separately.
- **Delivery** charges, as assigned by the delivery company, 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.

Any future changes in business practice, capacity, market based ancillaries or applicable delivery or transmission tariffs that affect the items included in the applicable Retail Services Charge, transmission, Line Loss charges, or Variable Price as defined in this Schedule B, excluding Fixed Price, may be incorporated herein as of the effective date on which the change occurs or thereafter.

HOURLY ENERGY USAGE shall be defined as all electric energy in kWh consumed each hour at the Customer's properties. For billing purposes, Hourly Energy Usage for Customer's non-interval meters, if any, will be determined by scaling monthly usage to the applicable class profile. Hourly Energy Usage for non-interval meters, if any, will be added to hourly usage recorded by Customer's interval meters to determine total Hourly Energy Usage at the Customer's properties. MidAmerican may estimate Hourly Energy Usage in the event of metering equipment malfunctions.

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.

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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 Customer's May 2011 meter read, 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 Customer's May 2011 meter read, and unless earlier terminated as provided in the Agreement, will end with Customer's May 2012 meter read.

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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

Comfort Inn

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

An Attachment to Letter of Agency

Comfort Inn
1200 N Frontage Rd
Palatine, IL 60074
Fax Number:
E-mail Address:

Account Number	Meter Number	Account Name	Service Street Address	Service City, State, Zip
0279386006	092517758, 141092523	Comfort Inn	1200 N Frontage Rd	Palatine, IL 60074-3374

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: Comfort Inn

Service Address: See Attached

Billing Address: _____

Telephone Numbers: Day (847) 815-5020
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: _____

Date: _____

Illinois law 815 ILCS 505/2EE