

RETAIL ELECTRIC SUPPLIER AGREEMENT

This Retail Electric Supplier Agreement is entered into by MidAmerican Energy Services, LLC (“MidAmerican”) and (Company Name) (“Customer”) and shall be effective as of the later date set forth under the parties’ signatures below (“Effective Date”). This Retail Electric Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the “Agreement”) between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

CONDITIONS OF AGREEMENT. This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the parties from time to time as evidenced by separate Schedules, as applicable (“Schedules”), setting forth certain commercial and other terms for the purchase and sale of electricity. The parties agree that the laws of the state in which Customer is incorporated govern this Agreement unless otherwise indicated on Schedule A. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.** The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

CUSTOMER RESPONSIBILITIES. Customer agrees to purchase and receive from MidAmerican 100% of its electric energy supply and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any or all properties or accounts listed on such Schedules. Customer will take such actions as requested by MidAmerican to allow for timely enrollment of accounts listed on the Schedules and authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting Customer enrollments to the electric distribution company or local Delivery Company (“Delivery Company”) and/or moving any of Customer’s properties on or off Delivery Company’s applicable tariffs, to permit Customer to receive the electric energy at its properties.

MIDAMERICAN RESPONSIBILITIES. Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer’s electric energy supply and applicable related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver electric energy, including amounts for associated transmission and distribution losses as defined by the delivery and/or transmission tariffs (“Line Loss”), to the Delivery Company interconnecting point and the Delivery Company is responsible for delivery of electric energy to Customer’s properties.

TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days written notice; provided, however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement or any related Schedules. Early termination of any Schedules shall constitute an Event of Default and any applicable settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement.

ENERGY DELIVERY. Title to electric energy will pass from MidAmerican to Customer at the Customer’s meter(s) (the “Delivery Point(s)”). Each party will comply with all applicable federal and state laws and all applicable industry rules, and delivery and/or transmission tariffs, as amended from time to time.

BILLING AND PAYMENT. Customer will be billed monthly for all electric energy and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges. Customer will pay each bill in full by the due date on the bill. Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law. In the event Customer disputes any portion of an invoice billing, Customer shall pay the undisputed portion of the bill no later than the due date and give notice in writing to MidAmerican of such dispute and the reasons therefore prior to the due date for payment. The parties shall negotiate in good faith to resolve such dispute. If it is determined the Customer owes any portion of the disputed amount, Customer shall immediately pay such amount upon resolution thereof. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

EVENTS OF DEFAULT; REMEDIES. For the purposes of this Agreement; the Events of Default are defined as follows: (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) the removal of any or all properties or accounts listed on such Schedules; (v) fails to provide financial security to the other party within two (2) business days of the other party’s demand, when such demand is based on the other party’s reasonable good faith belief that the ability of the defaulting party to perform its obligations under this Agreement is materially impaired; or (vi) fails to perform any other material obligation imposed upon it by this Agreement. In the Event of Default, the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time during the continuance of such event of default, upon which it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this

Standard Sales Agreement for Large Commercial & Industrial Customers
CONFIDENTIAL

Agreement. Costs shall include, but not be limited to, reservation fees, reasonable attorneys' fees, and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the nominal value of the economic loss to such party, exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within ten (10) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

FAILURE OF DELIVERY. MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the Delivery Company or transmission provider to provide delivery services or properly perform and/or timely process any Customer enrollments or transmission requests.

NO CONSEQUENTIAL DAMAGES. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

INDEMNIFICATION. Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severably liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

FORCE MAJEURE. If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force Majeure. In the event of termination each party shall be entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within ten (10) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by

the affected party could not have been prevented, including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the Delivery Company to provide Delivery Services, inability of the transmission operator to provide transmission services or the curtailment of transmission service or the breakage, accident or failure of transmission and/or distribution facilities. Neither economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all electric energy supply and related services delivered to and consumed at its properties.

WARRANTIES. MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL RESPONSIBILITY. Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential.

ASSIGNMENT. Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

CONFIDENTIALITY. This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law.

SEVERABILITY. If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

NON-WAIVER. Either party's failure at any time to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance at any other time.

RECORDED CONVERSATIONS. Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer service quality and pricing terms. Unless a party expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

AGREEMENT NOTICES. All written notices required by this Retail Electric Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Services, LLC	
Company Name:	MidAmerican Energy Services, LLC
Attention to:	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@midamericanenergyservices.com

For Customer	
Company Name:	(Company Name)
Attention to:	
Title:	
Address:	
City, State, Zip:	
Phone No:	
Fax No:	
E-mail address:	

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Electric Supplier Agreement.

ELECTRONIC SIGNATURES

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

MidAmerican Energy Services, LLC

By: _____
 Printed Name: _____
 Title: _____
 Dated: _____

(Company Name)

By: _____
 Printed Name: _____
 Title: _____
 Dated: _____

Customer Disclosure Statement

Company Name:	MidAmerican Energy Services, LLC
Address:	320 Le Claire Street Davenport, IA 52801
Customer Service Phone Number: (Billing questions, disputes, complaints)	800- 432-8574
Price:	X.XX¢ per kilowatt-hour
Fixed or Variable and, if variable, how the price is determined:	Fixed OR Variable
Length of the agreement and end date:	The term of the contract will begin upon successful enrollment with your distribution utility and will continue for xx months. Service will end with your Dec 2017 meter read date (primary term). The enrollment typically happens within 13-45 days of MidAmerican's receipt of your completed enrollment form.
Process customer may use to rescind the agreement without penalty:	This agreement may not be rescinded without penalty once signed by both parties. To terminate, contact MidAmerican at 800-432-8574 (Monday-Friday, 7 am-5 pm CST).
Amount of Early Termination Fee and method of calculation:	In an Event of Default, the Losses component of settlement charges shall be calculated using the Default Loss on Supply formula found in Schedule A.
Amount of Late Payment Fee and method of calculation:	Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law.
Provisions for renewal of the agreement:	At the conclusion of the primary term, Customer price shall be defined under the Renewal Provision found in Schedule A.
Conditions under which savings to the customer are guaranteed:	None

Customer Initials: _____

A copy of this disclosure must remain with the customer.

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND (COMPANY NAME)

DATE: (DATE)

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican dated (DATE SIGNED) (the "Retail Electric Supplier Agreement"), identified as contract number (Contract ID) (only need the contract number if an executed RESA already exists). The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on (DATE) 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.

In an Event of Default, the nominal value of the economic loss shall be the Default Loss on Supply. The Default Loss on Supply shall be calculated by the non-defaulting party using the following formula:

If MidAmerican is the non-defaulting party:

$$A = \Sigma (B - C) * D$$

If Customer is the non-defaulting party:

$$A = \Sigma (C - B) * D$$

Where in each case:

A = Default Loss on Supply

B = Contract Price for each usage period for the season

C = Forward Market Bid Price, defined herein

D = Contract Quantity for each usage period for each season based on the normal historical load profile on file with MidAmerican for each of the properties listed on Schedule A.

In the event that the Default Loss on Supply as of the date of default is negative, the non-defaulting party shall not be entitled to any payment.

The Forward Market Bid Price shall be defined as the forward market bid prices (weighted using the normal load profile for the properties under the Agreement) for the applicable Delivery Point(s) with respect to each transaction, for a term equal to the remaining term of the contract. The Forward Market Bid Price will be determined by the non-defaulting party in a commercially reasonable manner, which may include polling energy brokers on the date of termination.

In the event that the date of default occurs on a date other than the end of a month or the end of the summer/non-summer season as defined by applicable local delivery company and tariff, the estimated remaining contract quantity will be calculated by prorating the partial month or partial season of service.

LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND (COMPANY NAME)

DATE: (DATE)

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.

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

For MidAmerican Energy Services, LLC	
Company Name:	MidAmerican Energy Services, LLC
Attention to:	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@midamericanenergyservices.com

For Customer	
Company Name:	(company name)
Attention to:	
Title:	
Address:	(address)
City, State, Zip:	(city), (state) (ZIP)
Phone No:	
Fax No:	
E-mail address:	

The distribution utility remains responsible for the delivery of power and energy to your home or business and will continue to respond to any service calls or emergencies. In the event of an outage or other service-related emergency, contact the distribution utility at (XXX) XXX-XXXX.

The New York Department of Public Service ESCO hotline is available at (888) 697-7728.

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND (COMPANY NAME)
ENERGY SERVICES - FIXED/INDEX SUPPLY PRICE

DATE: (DATE)

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 or Customer elects option to convert the Variable Price to a Fixed Price. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

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 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 NYISO Day Ahead Market Zonal Locational Based Marginal Price (LBMP) (in \$/kWh).

Pricing Period	On-Peak/Off-Peak Fixed Price (\$/kWh)		Fixed Price (\$/kWh)
	On-Peak	Off-Peak	
(start month) – (End Month)	Price or N/A	Price or N/A	Price or N/A

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 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 locality market-clearing price and installed capacity requirements (where applicable) as provided by the RTO, ISO, or Delivery Company and MidAmerican’s incurred costs.
- **Line Losses** 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.

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND (COMPANY NAME)
ENERGY SERVICES - FIXED/INDEX SUPPLY PRICE

DATE: (DATE)

- **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 the 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.

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 Fixed Supply Volume 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.

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. MidAmerican will provide at least 15 calendar days notice prior to any cancellation of service to Customer.

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. 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. The price defined herein shall remain in effect until terminated by either party with thirty (30) days written notice. The termination will be effective with Customer's first meter read following the receipt of notice to terminate. During this renewal period, Customer will have the right to change to a Fixed Price energy product.

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SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND (COMPANY NAME)
ENERGY SERVICES - FIXED/INDEX SUPPLY PRICE

DATE: (DATE)

THIS SIGNATURE BLOCK WILL GO EITHER AT THE END OF SCHEDULE B OR C, depending on whether they have a Schedule C.

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. The Customer's signature is an agreement to initiate service and begin enrollment.

ELECTRONIC SIGNATURES

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

MidAmerican Energy Services, LLC

(Company Name)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

SCHEDULE C
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND (COMPANY NAME)
QUANTITIES OF ELECTRIC ENERGY (KWH)

DATE: (DATE)

This Schedule C shall be applicable when Customer is receiving a Fixed Price for 100% of its firm electric energy for all the electric energy at all the properties listed on Schedule A. LANGUAGE IN YELLOW IS ONLY ADDED WHEN THE PRODUCT IS MIP.

Notice of Load Changes

Customer agrees to provide prior written notice to MidAmerican of any material changes in facilities, operating schedules, equipment, and/or such other factors which may affect Customer's usage of electric energy and Customer's normal electric Load profile.

Customer notifications required by this Notice of Load Changes provision will be communicated via e-mail to

ElectricForecasting@midamericanenergyservices.com detailing the expected change in operations including the date, hours affected and the effect on the electric energy consumption. If notification occurs less than one (1) business day prior to the change in operations, Customer will also phone MidAmerican's on-call scheduler at telephone number 800-798-1722 and report the changes in Customer's electric energy usage including the date and hours affected and the effect on Customer's electric energy consumption. MidAmerican assumes liability for any related charges imposed by the Delivery Company or transmission provider provided Customer notifies MidAmerican according to this Notice of Load Changes provision or if the related charges are incurred as a result of MidAmerican's failure to perform in a commercially reasonable manner.

If Customer does not provide notice to MidAmerican according to the Notice of Load Changes provision, Customer may be obligated to reimburse MidAmerican for any/all costs MidAmerican incurs as a result of Customer's load change(s). Such costs may include imbalance fees, and/or other related charges incurred due to the increase(s) and/or decrease(s) in Customer's electric energy usage. Such costs may accrue beginning with the onset of the energy usage change up to and including two (2) hours after Customer has notified MidAmerican.

Nominated Quantity of Electric Energy

Subject to the terms of the Agreement, MidAmerican is obligated to sell to Customer, and Customer is required to purchase from MidAmerican no less than the minimum and no more than the maximum amount of firm electric energy designated as follows:

Summer minimum kilowatt-hour (kWh) quantity	kWh
Winter minimum kilowatt-hour (kWh) quantity	kWh
Summer maximum kilowatt-hour (kWh) quantity	kWh
Winter maximum kilowatt-hour (kWh) quantity	kWh

The foregoing kWh maximums and minimums apply to Customer's metered usage from all meters (interval and non-interval) located at Customer's properties. All electric energy sold will be for Customer's exclusive use and consumption at Customer's properties listed on Schedule A. For purposes of this Schedule C, a Summer Period is defined as the four monthly billing periods June through September ("Summer Period"), and a Winter Period is defined as the eight monthly billing periods October through May ("Winter Period"). The minimum and maximum energy amounts are based on Customer's normal operating electric profile. If MidAmerican provides electric energy to Customer's properties for a period of time that is less than annual, the minimum and maximum energy (kWh) amounts will be prorated for the applicable time period. Except for an event of Force Majeure, MidAmerican, as the non-defaulting party may calculate and Customer may be required to pay an amount equal to the Settlement Amount as stated in Events of Default; Remedies hereof if the Customer fails to take the minimum amounts of electric energy set forth above for the applicable Summer and/or Winter Period.

If Customer requests MidAmerican provide more electric energy than the Schedule C limits, MidAmerican will make a commercially reasonable attempt to acquire the additional electric energy in accordance with the prices as listed on Schedule B. In the event MidAmerican is unable to acquire the additional electric energy at the applicable energy price listed on Schedule B, Customer will be liable for MidAmerican's Cost of Cover. Cost of Cover means all costs and expenses necessary to fully indemnify and hold MidAmerican harmless for the electric energy provided to Customer in excess of the Maximum Kilowatt-Hour (kWh) Quantity limits as listed above. Costs and expenses include, but are not limited to, the cost of procuring additional electric energy at prevailing market prices, additional transmission service charges and any imbalance, charges or penalties associated with scheduling such service on behalf of Customer. MidAmerican will compute its Cost of Cover and include such amounts on Customer's bill. This provision does not obligate MidAmerican to provide more electric energy to Customer's properties than the Schedule C limits without MidAmerican's express agreement.

SCHEDULE C
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND (COMPANY NAME)
QUANTITIES OF ELECTRIC ENERGY (KWH)

DATE: (DATE)

THIS SIGNATURE BLOCK WILL GO EITHER AT THE END OF SCHEDULE B OR C, depending on whether they have a Schedule C.

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ELECTRONIC SIGNATURES

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MidAmerican Energy Services, LLC

(Company Name)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____