

## Uniform Disclosure Statement

<b>Company Name:</b>	MidAmerican Energy Services, LLC
<b>Address:</b>	320 Le Claire Street Davenport, IA 52801
<b>Customer Service Phone Number: (Billing questions, disputes, complaints)</b>	800-342-3346
<b>Illinois Commerce Commission Phone Number:</b>	800-524-0795
<b>Price Plan:</b>	Fixed Rate Program: Through Dec 2019
<b>Electric Price:</b>	7.84¢ per kilowatt-hour
<b>Charges for the length of the primary term:</b>	MidAmerican's fixed price includes all charges except utility distribution charges, taxes and other fees billed by the utility.
<b>Length of the Contract:</b>	The term of the contract will begin upon successful enrollment with ComEd. Service will end with your Dec 2019 meter read date (primary term). After the primary term, the contract will renew annually each year unless terminated by either you or MidAmerican. The enrollment typically happens within 18-45 days of MidAmerican's receipt of your completed enrollment form.
<b>Early Termination Fee:</b>	None
<b>Deposit:</b>	MidAmerican will not require a security deposit.
<b>Switching Fees:</b>	There are no switching fees when electing MidAmerican as a supplier.
<b>Switching Notification:</b>	You will receive written notification from ComEd confirming the switch of your power and energy service to MidAmerican.
<b>Rescission period:</b>	You may terminate this contract and enrollment, without penalty: <ul style="list-style-type: none"> <li>• Prior to MidAmerican submitting the enrollment request or;</li> <li>• within 10 calendar days after the utility processes the enrollment request.</li> </ul> To terminate, please contact either MidAmerican at 800-342-3346 (Monday-Friday, 7 am-5 pm) or ComEd at 800-Edison-1.
<b>Independent Seller:</b>	MidAmerican Energy Services, LLC is an independent seller of power and energy service and is certified by the Illinois Commerce Commission. MidAmerican is not representing or acting on behalf of the electric utility, governmental bodies or consumer groups.
<b>Outages, service calls, emergencies:</b>	ComEd 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. Switching to a retail supplier will not impact the reliability of your electric service in any way.

## Terms & Conditions of Electric Service Fixed Rate Program

These terms and conditions (Agreement) apply to your electric service with MidAmerican Energy Services, LLC (MidAmerican). If you have any questions, please call MidAmerican's customer service department at 1-800-342-3346 between the hours of 7:00 a.m. and 5:00 p.m. (Central Time), Monday-Friday.

**Right to Rescission:** Customer has the right to terminate this Agreement without penalty, prior to MidAmerican submitting the enrollment request, or within 10 calendar days after the utility processes the enrollment request. To rescind this Agreement, contact MidAmerican's customer service team by phone at 1-800-342-3346 by fax at 1-866-890-0370 or by e-mail at [support@midamericanenergyservices.com](mailto:support@midamericanenergyservices.com). ComEd may also be contacted to terminate within 10 calendar days after the utility processes the enrollment request at 800-Edison-1.

**Switching Notification:** You will receive written notification from ComEd confirming the switch of your power and energy service to MidAmerican.

**Price:** MidAmerican will arrange for delivery of 100% of Customer's electric supply service. Customer agrees to pay MidAmerican's fixed price per kilowatt hour of 7.84¢. Price does not include utility distribution charges, taxes or other fees billed by the utility.

**Term:** This Agreement is effective upon acceptance by MidAmerican. Service will begin upon successful enrollment with ComEd and will end with the Customer's regularly scheduled meter read date in Dec 2019 (Primary Term). AFTER THE PRIMARY TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY THEREAFTER UNLESS TERMINATED BY EITHER THE CUSTOMER OR MIDAMERICAN PER THESE TERMS & CONDITIONS.

**Contract Expiration Notification:** MidAmerican will send a contract expiration notice and renewal offer option(s) at least 30 days (but no more than 60 days) prior to the end of the term. Should there be a change in terms or conditions, MidAmerican will provide Customer written notification of those changes at least 30 days prior to the renewal date.

**Termination of Service:** If either party elects to terminate service after the rescission period, written notification must be provided to the other party at least 30 days prior to the cancellation date. Customer may elect another supplier or MidAmerican will return all accounts to utility service on the next available meter read date. No early termination fees apply. If Customer is participating in an affinity program that provides a donation to a defined organization, future payments to this organization will be adjusted to reflect the early termination.

**Moving/Relocation:** If Customer relocates to another service address, either party maintains the right to terminate this Agreement without penalty.

**Eligibility:** This Agreement is only applicable to residential, non-electric space heat accounts eligible for rate BES as designated at the time of enrollment. MidAmerican reserves the right not to initiate service under this Agreement if, at MidAmerican's sole discretion, Customer is ineligible for this offer.

**Security Deposit:** Customer will not be required by MidAmerican to submit a security deposit under this Agreement.

**Billing and Payment:** Customer will continue to receive a single bill from ComEd each month that will include charges from MidAmerican. Payment will be due in full on the due date listed on the invoice. Late payments will be subject to ComEd's billing practices and procedures.

**Independent Seller:** MidAmerican Energy Services, LLC is an independent seller of power and energy service and is certified by the Illinois Commerce Commission. MidAmerican is not representing or acting on behalf of the electric utility, governmental bodies or consumer groups.

**Outages, Service Calls, Emergencies:** ComEd 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. Switching to a retail supplier will not impact the reliability of your electric service in any way.

**Unexpected Catastrophe:** If a party is unable to perform under this Agreement because of circumstances not reasonably within its control, including suspension, curtailment or service disruption, acts of God, breakage of generation or transmission and delivery facilities or weather disasters, it will provide notice to the other party, and the parties' performance is excused for the catastrophe's duration.

**Limitation of Liability:** ComEd continues to provide delivery services under this Agreement; therefore, MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by ComEd or transmission provider. MidAmerican is also not liable for any injury, loss or damage resulting from interruption, insufficiency or irregularities of service. 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.

**Dispute Resolution:** All inquiries, questions, complaints or disputes about the supply portion of your energy bill may be directed to MidAmerican Energy Services, LLC, P.O. Box 8019, Davenport, IA, 52808 or by phone at (800) 342-3346. The Illinois Commerce Commission is also available for assistance at (800) 524-0795.

**Change in Law or Tariff:** If a change in law, tariff or business practice affecting the cost to provide electric service under this agreement, MidAmerican may pass through this incremental cost in the form of an authorized adjustment on the Customer's bill.

**Miscellaneous:** This agreement replaces in its entirety any prior agreement currently in effect between Customer and MidAmerican, relating to Customer's properties identified on the Enrollment & Authorization Form, effective with Customer's beginning meter read. Both parties agree that the laws of the State of Illinois shall govern this Agreement. Customer cannot assign this Agreement. If there is a change in law, regulation or applicable tariffs or regulatory interpretation thereof that affects MidAmerican's provision of service to Customer, either party has the right to terminate this Agreement with 30 days written notice. This Agreement is a forward contract under applicable bankruptcy laws. **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.**