

Uniform Disclosure Statement

Name: MidAmerican Energy Services, LLC (“MES”)

Address: 320 Le Claire Street

Davenport, IA 52801

www.midamericanenergyservices.com

Phone: 800-342-3346, open 7:00 a.m. to 5:00 p.m. (Central Time)

Rates and Product Information	
Price (in cents/kWh) and number of months this price stays in effect:	6.43¢ per kilowatt-hour, for 36 months
Other Monthly Charges:	N/A
Total Price (in cents/kWh) with other monthly charges:	N/A
Length of Contract:	36 months
Price after the initial price:	N/A
Early Termination Fee and Contract Renewal	
Early Termination Fee:	None.
Contract Renewal:	Your initial contract term will begin upon successful enrollment with MES by ComEd and will end after 36 billing cycles (primary term).
Right to Rescind and Cancel	
Rescission:	You have a right to rescind (stop) your enrollment within 10 calendar days after your utility has received your order to switch suppliers. You may call us at 800-342-3346 or ComEd at 800-334-7661 to rescind.
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 800-342-3346 within 10 business days after the date of your first bill with charges from MES.

This is a sales solicitation and the seller is MES, an independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or a utility program, a governmental body or a governmental program, or a consumer group or a consumer group program (unless the RES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements).

If you have any questions or concerns about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795. For information about the electric supply price of your utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date of Solicitation: 7/3/2018

Agent ID: Municipal Aggregation

**Terms & Conditions of Electric Service
Fixed Rate Program**

These terms and conditions (Agreement) apply to your electric service with MidAmerican Energy Services, LLC, 320 Le Claire Street Davenport, IA 52801 (“MES”).

Charges for Service for the Term of the Contract	6.43 cents/kWh
Term of the Contract, Renewal	36 months, starting on the next switch date
Early Termination Fee	\$0
Deposit	\$0
Switching Fee	\$0
Rescission	You may contact MES to rescind the contract and the pending enrollment within 10 calendar days after the electric utility processes the enrollment request. You may rescind the contract and the pending enrollment by contacting either MES or ComEd.
Independent Seller:	MES is an independent seller of power and energy service and is certified by the Illinois Commerce Commission. MES is not representing, endorsed by, or acting on behalf of the electric utility or a program of the electric utility; governmental bodies or program of governmental bodies other than Township of Erin; or consumer groups or a program of consumer groups.
Your Electric Utility	ComEd remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. You will receive written notification from ComEd confirming a switch of your electricity supplier to MES.
Contact Information	MidAmerican Energy Services: (800) 342-3346 ComEd: (800) 334-7661 ICC Consumer Services Division: (800) 524-0795

Price: MES will arrange for delivery of 100% of Customer’s electric supply service. Customer agrees to pay MES’ fixed price per kilowatt hour of 6.43¢. Price does not include utility distribution charges, taxes or other fees billed by the utility.

Term: This Agreement is effective upon acceptance by MES. Service will begin upon successful enrollment with ComEd and will end after 36 billing cycles (Primary Term).

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 MES will return all accounts to utility service on the next available meter read date. No early termination fees apply. In addition, if Customer chooses to terminate this Agreement based on a recommendation from the Township in the event that MidAmerican has materially breached the Aggregation Program Agreement between MidAmerican and the Township, then MidAmerican shall not be liable to Buyer for any damages or penalties resulting from such termination of this Agreement, including claims related to the price received from ComEd or an alternate supplier being higher than the Price herein, unless MidAmerican has also materially breached these Terms and Conditions.

Deposit: MES will not require a security deposit.

Switching Fees: There are no switching fees when electing MES as a supplier.

Right to Rescission: Customer has the right to terminate this Agreement without penalty prior to MES submitting the enrollment request, or within 10 calendar days after the utility processes the enrollment request. To rescind this Agreement, contact MES' 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. ComEd may also be contacted to terminate within 10 calendar days after the utility processes the enrollment request at 800-334-7661.

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.

Dispute Resolution: All inquiries, questions, complaints or disputes about the supply portion of your energy bill may be directed to MidAmerican Energy Services, P.O. Box 4350, Davenport, IA, 52808 or by phone at (800) 342-3346. ComEd can be contacted at 800-334-7661. The Illinois Commerce Commission is also available for assistance at (800) 524-0795.

Switching Notification: You will receive written notification from ComEd confirming the switch of your power and energy service to MES if you receive an opt out notice and do not opt out within the deadline, or if you opt in.

The Township of Erin ("Township"), pursuant to the municipal aggregation authority conferred upon it by a referendum, which passed by a majority of the vote on April 2013, selected MidAmerican Energy Services, LLC ("MidAmerican") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the utility account ("Account") applicable to the service address referenced on the letter accompanying this Opt Out Notice (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of July 25, 2018 (the "Effective Date"):

Opt Out Customers Only: Enrollment is automatic for those who are eligible and who do not opt out, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE ATTACHED OPT-OUT LETTER NO LATER THAN JULY 24, 2018 OR BY CALLING OUR TOLL FREE NUMBER AT 800-342-3346.**

Eligibility: Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Township of Erin, (ii) must be eligible for service under municipal aggregation program (which in general terms apply to residential and small commercial customers in good credit standing with the utility.).

Security Deposit: Customer will not be required by MES 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 MES. 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.

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, unavailability of generation or transmission and delivery facilities or weather disasters, it will provide notice to the other party, and the party's performance is excused for the catastrophe's duration.

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

Change in Law or Tariff: If there is a change in law, tariff or business practice affecting the cost to provide electric service under this Agreement, MES 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 MES, 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 MES' 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. Each party agrees to litigate or arbitrate any dispute before the Illinois Commerce Commission all cases where the Illinois Commerce Commission has jurisdiction.**