

**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	7.79 cents/kWh
Term of the Contract, Renewal	X months, starting on the next switch date, with automatic renewal annually
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; 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 7.79¢. 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 X billing cycles. (Primary Term). **AFTER THE PRIMARY TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ANNUALLY THEREAFTER UNLESS TERMINATED BY EITHER THE CUSTOMER OR MES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.**

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. 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.

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 customerservice-retail@midamerican.com. ComEd may also be contacted to terminate within 10 calendar days after the utility processes the enrollment request at .

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 800-755-5000. 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.

Contract Expiration Notification: MES 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, MES will provide Customer written notification of those changes at least 30 days prior to the renewal date.

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 or small commercial, accounts eligible to switch to a Retail Electric Supplier as designated at the time of enrollment. MES reserves the right not to initiate service under this Agreement if, at MES' sole discretion, Customer is ineligible for this offer.

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 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.**