

### Maryland Contract Summary

Electricity Supplier Information	<p>MidAmerican Energy Services, LLC          License Number: IR-3548</p> <p><u>Contact information for questions, cancellations, etc.:</u>          Email: <a href="mailto:customerservice-retail@midamericanenergyservices.com">customerservice-retail@midamericanenergyservices.com</a>          Website: <a href="http://www.midamericanenergyservices.com">www.midamericanenergyservices.com</a>          Toll-Free Phone: 800-342-3346</p>
Price Structure	Fixed Rate
Supply Price	Fixed Rate Program: 8.36¢ per kilowatt-hour
Statement Regarding Savings	MidAmerican's rate may or may not provide savings against the utility price to compare.
Incentives	Not applicable.
Contract Start Date	Next available switch date.
Contract Term/Length	Through Dec 2018
Cancellation/Early Termination Fees	No.
Renewal Terms	After the Primary Term, this agreement will automatically renew on an annual basis unless cancelled by either the customer or MidAmerican. MidAmerican will send renewal offer option(s) at least 30 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.

**For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.**

## Terms & Conditions of Electric Service

**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 1-800-432-8574 between the hours of 8:00 a.m. and 6:00 p.m. (Eastern Time), Monday-Friday.**

**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 8.36¢. Price is only for electric supply service and does not include utility distribution charges, taxes or other fees charged by the Utility. MidAmerican is a certified retail electric provider and our pricing is not regulated by the Maryland Public Service Commission.

**Term:** This Agreement is effective upon acceptance by MidAmerican. Service will begin upon successful enrollment with the Utility and will end with the Customer's regularly scheduled meter read date in Dec 2018 (Primary Term). AFTER THE PRIMARY TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY THEREAFTER UNLESS TERMINATED BY EITHER THE CUSTOMER OR MIDAMERICAN PER THESE TERMS & CONDITIONS. Customer may incur termination fees from its current supplier if switching prior to the end of their current agreement.

**Contract Renewal Notification:** MidAmerican will send renewal offer option(s) at least 30 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 MidAmerican elects to terminate service, written notification will be provided to the Customer at least 30 days prior to the cancellation date. Customer may elect to terminate service with notification to MidAmerican. In the event of a termination of service, Customer may elect another supplier or MidAmerican will return all accounts to utility service on the next available switch date. Terminating the contract without selecting another supplier will result in the Customer returning to utility commodity service. No early termination fees apply. To terminate service, Customer may contact MidAmerican's customer service team by phone at 1-800-342-3346 (Monday-Friday, 7 a.m.-5 p.m. CT), by fax at 866-890-0370 or by e-mail at [customerservice-retail@midamericanenergyservices.com](mailto:customerservice-retail@midamericanenergyservices.com). Customer will be responsible for paying any outstanding charges incurred through the date of termination. 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 delivery services 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 the Utility 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 the Utility's billing practices and procedures. Customer acknowledges that MidAmerican may receive billing and payment information from the Utility.

**Authorization for Customer Information:** By executing this agreement, Customer authorizes MidAmerican to obtain information from the utility related to, but not limited to; Customer's electric usage data, account number(s), meter number(s), service name and addresses(s), transition rates, rate class, types of service, and other billing and invoice information relevant to the Customer's accounts. MidAmerican will keep all such information confidential unless specifically authorized by the Customer, in writing, to provide data to a third party.

**Privacy Rights:** Except as described below, MidAmerican will not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the Maryland Public Service Commission, an agent of MidAmerican, consumer reporting agencies, law enforcement agencies, or the Utility. MidAmerican may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise.

**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:** The Utility 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 Utility 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 may be directed to MidAmerican Energy Services, LLC, P.O. Box 4350, Davenport, IA, 52808 or by phone at (800) 432-8574. Customers may also contact the Maryland Public Service Commission for information or assistance at (800) 492-0474 or via the website: [www.psc.state.md.us](http://www.psc.state.md.us).

**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. If MidAmerican elects to terminate service, written notification will be provided to the Customer at least 30 days prior to the cancellation date. 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.**

## Maryland Environmental Disclosure Information Provided to the Customers of MidAmerican Energy Services, LLC

Power plants can generate electricity from a number of different fuel sources, resulting in different emissions. MidAmerican Energy Services, LLC, will report fuel sources and emissions data to customers twice annually, allowing customers to compare data with other suppliers providing electric service in Maryland.

### PJM System-Wide Residual Mix for Calendar Year 2015 (Most Recent Data Available)

#### Supply Mix

Coal	31.768%
Oil	0.305%
Natural Gas	24.007%
Nuclear	37.990%
Other	5.867%
<b>Renewable Energy</b>	
Biomass	0.000%
Captured Methane Gas	0.000%
Solar Voltaic	0.000%
Solid Waste	0.000%
Hydro	0.064%
Wind	0.000%
Wood / Wood Waste	0.000%
<b>Subtotal Renewable Energy</b>	<b>0.064%</b>
<b>Total Supply Mix</b>	<b>100.000%</b>

#### Air Emissions

##### Average Emissions Rates for the PJM Region:

Carbon Dioxide (CO<sub>2</sub>) is a "greenhouse gas" which may contribute to global climate change. Sulfur Dioxide (SO<sub>2</sub>) and Nitrogen Oxides (NO<sub>x</sub>) released into the atmosphere react to form acid rain. Nitrogen Oxides also react to form ground level ozone, an unhealthful component of "smog".

Emission Type	Lbs./MWh	Percentage of PJM Average
Nitrogen Oxides (NO <sub>x</sub> )	0.721	100.0%
Sulfur Dioxide (SO <sub>2</sub> )	1.6696	100.0%
Carbon Dioxide (CO <sub>2</sub> )	965.4637	100.0%

The benchmark emission levels that are shown approximate the emission rate for all electricity generation in the PJM region. Data used to calculate the emission profile came from (1) generator owner-entered values (2) EPA generator-specific emission factors based on CEMS data (3) EPA plant emission factors from eGRID or (4) fuel type default emission factors.

The information on this disclosure is required by the Maryland Public Service Commission. An annual disclosure report is also provided to the Maryland Public Service Commission. For further information regarding this disclosure or to obtain a copy of the annual report, contact MidAmerican Energy Services, LLC, at [www.MidAmericanEnergyServices.com](http://www.MidAmericanEnergyServices.com) or by phone at 1-800-432-8574.

11/17/2016