

Uniform Disclosure Statement

Company Name:	MidAmerican Energy Services, LLC
Address:	320 Le Claire Street P.O. Box 4290 Davenport, IA 52801
Customer Service Phone Number: (Billing questions, disputes, complaints)	800-342-3346
Illinois Commerce Commission Phone Number:	800-524-0795
Price Plan:	Fixed Rate Program: December 2017 – June 2018
Electric Price:	4.30¢ per kilowatt-hour
Charges for the length of the primary term:	MidAmerican’s fixed price includes all charges except utility distribution charges, taxes and other fees billed by the utility.
Length of the Contract:	The term of the contract will begin upon successful enrollment with Ameren on or after your December 2017 meter read date. Service will end with your June 2018 meter read date (primary term). After the primary term, the contract will renew to a rate of 4.98¢ from June 2018 – June 2020 unless terminated by either you or MidAmerican. Thereafter, the contract will renew annually each year unless terminated by either you or MidAmerican.
Early Termination Fee:	None
Deposit:	MidAmerican will not require a security deposit.
Switching Fees:	There are no switching fees when electing MidAmerican as a supplier.
Switching Notification:	You will receive written notification from Ameren confirming the switch of your power and energy service to MidAmerican.
Rescission period:	You may terminate this contract and enrollment, without penalty: <ul style="list-style-type: none"> • Prior to MidAmerican submitting the enrollment request or; • within 10 calendar days after the utility processes the enrollment request. To terminate, please contact either MidAmerican at 800-342-3346 (Monday-Friday, 7 am-5 pm) or Ameren at 800-755-5000.
Independent Seller:	MidAmerican Energy Services 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:	Ameren 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.

**ELECTRICITY PURCHASE AND SALE TERMS AND CONDITIONS
FIXED RATE PROGRAM**

The City of Benld (“City”), pursuant to the municipal aggregation authority conferred upon it by a referendum, which passed by a majority of the vote on November 2012, 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 October 23, 2017 (the “Effective Date”):

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

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

Eligibility: Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the City of Benld, (ii) must be served by Ameren on rate DS-1 or DS-2 (which in general terms apply to residential and small commercial customers), (iii) may not be under Agreement with another competitive supplier, and (iv) must be in good credit standing with the Utility.

Term: This Agreement shall become binding on the Effective Date, however, the Agreement is contingent upon: (a) successful enrollment by the Utility and (b) the passage of the Rescission Period without effective termination by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer’s Utility accounts, as determined by the Utility, to take service from a retail electric supplier and to participate in the Utility’s purchase of receivables program, and (ii) the accuracy and completeness of the information submitted for enrollment. Service will commence on the later of (a) the meter read in December 2017 or (b) the first meter read date following successful enrollment by the Utility. Service shall remain in effect through the June 2018 billing cycle (“Initial Term”), unless terminated pursuant to the terms of this Agreement.

- 2. Rescission Period:** 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 800-342-3346 by fax at 866-890-0370 or by e-mail at support@midamericanenergyservices.com. Ameren may also be contacted to terminate within 10 calendar days after the utility processes the enrollment request at .

- 3. Price and Service:** For the Initial Term, Buyer shall pay \$0.0430 multiplied by the billing cycle usage for the Utility account numbers (“Accounts”). Both Parties recognize that components of MidAmerican charges include electric tariff charges that are authorized by the Illinois Commerce Commission, Independent System Operator, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Any new tariff charges that become effective after the commencement of the Delivery Period may be directly passed through to Buyer by a corresponding increase in the Price. MidAmerican shall not impose any fees or charges on Buyer other than the Price set forth above, and if applicable a reasonable administrative fee associated with new enrollments as set forth in Section 7 below. While MidAmerican does not charge Buyer a separate fee to switch to MidAmerican’s service, if Buyer is currently receiving electricity pursuant to an agreement with an alternative retail electric supplier, that supplier may charge Buyer for switching electricity providers.

- 4. Renewal** After the Initial Term, Agreement will renew to a rate of 4.98¢ from June 2018– June 2020 unless terminated by either you or MidAmerican. Thereafter, between 30 and 60 days prior to the end of the Initial Term or a Renewal Term (whichever is in effect, hereinafter the “Current Term”); MidAmerican may send Buyer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees, and the Renewal Term (“Offer”). In the event MidAmerican does not receive Buyer’s rejection of the Offer by the deadline date outlined in the notification, the Offer will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer, Buyer’s Accounts will be returned to Utility service at the end of the Current Term. If MidAmerican does not submit an Offer to Buyer and instead indicates that the Agreement will be extended on a month to month basis at prevailing market rates, then the Agreement will be extended as set forth in the notice or terminated as directed by Buyer.

- 5. Billing and Payment:** Buyer will be invoiced for MidAmerican’s charges and the Utility’s delivery charges by the Utility on the invoice(s) Buyer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. MidAmerican’s charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by MidAmerican. MidAmerican may cause the Utility to correct previous invoices in the event of invoicing errors.

- 6. Taxes:** Any tax levied against MidAmerican by any governmental entity, exclusive of MidAmerican’s income tax or taxes levied on MidAmerican’s real or personal property that must be paid by MidAmerican shall be passed through to and borne and reimbursed by Buyer. Buyer must provide MidAmerican with any applicable exemption certificates. Buyer shall pay any such taxes unless MidAmerican is required by law to collect and remit such taxes, in which case Buyer shall reimburse MidAmerican for all amounts so paid.

- 7. Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Buyer's switching to another electric supplier or the Utility or Buyer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. In addition, If Buyer chooses to terminate this Agreement based on a recommendation from the City in the event that MidAmerican has materially breached the Aggregation Program Agreement between MidAmerican and the City, 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 Ameren or an alternate supplier being higher than the Price herein, unless MidAmerican has also materially breached these Terms and Conditions. MidAmerican reserves the right to charge Buyer a reasonable early termination administrative fee for Buyer's termination after the Rescission Period of Section 2 that has not resulted from MidAmerican's default with respect to this Agreement or the Aggregation Program Agreement between MidAmerican and the City. MidAmerican may invoice Buyer directly for the reasonable administrative fee incurred as a result of Buyer's early termination. The Buyer will pay this early termination administrative fee within 10 days of the invoice date. Buyer agrees damages would be difficult to quantify upon a default and agrees that this is not a penalty. For residential accounts, the administrative fee for early termination shall not exceed \$0 per Account. For nonresidential Accounts, the administrative fee for early termination per Account shall be \$0. If Buyer moves within the City, contacts MidAmerican and requests to be re-enrolled with MidAmerican under the terms of this Agreement, MidAmerican shall re-enroll Buyer subject to the eligibility requirements set forth in Section 1 above. Upon successful re-enrollment, the reasonable administrative fee for early termination shall be waived.
- 8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND MIDAMERICAN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.**
- 9. Force Majeure:** Except for Buyer's obligation to pay MidAmerican timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or independent system operator.
- 10. 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.
- 11. Questions, Complaints and Concerns:** Buyer may contact MidAmerican by phone at 800-342-3346, by fax at 866-890-0370 or by e-mail at support@midamericanenergyservices.com, or going to MidAmerican's website at www.midamericanenergyservices.com, or by writing to MidAmerican Energy Services, P.O. Box 8019, Davenport, IA, 52808. For issues concerning this Agreement, MidAmerican will attempt to resolve the matter within 5 business days after receiving the call or letter. If Buyer is not satisfied with the response, or to obtain consumer education materials, Buyer can contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795 or 800-858-9277 for TTY hearing-impaired customers or visit the Illinois Commerce Commission's website at www.icc.illinois.gov. Buyer may also contact the Illinois Attorney General's Office at 800-386-5438.
- 12. Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from MidAmerican to Buyer at the delivery point, which shall be the Utility. Buyer appoints MidAmerican as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to notice from MidAmerican, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with MidAmerican's prior written consent. This Agreement shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or with Notice from MidAmerican to Buyer as described under Section 4 above. Buyer should contact the Utility in the event of an electric emergency at the following numbers: for Ameren residential customers, 800-755-5000; for Ameren business customers, 877-263-7369. Switching to a retail supplier will not impact the reliability of your electric service in any way. Future correspondence may be sent by MidAmerican to Buyer via first class mail and/or electronic mail. **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.**