



**7% GUARANTEED
ELECTRIC SAVINGS
...SIGN UP TODAY!**

Receive a **GUARANTEED 7% SAVINGS** off your ComEd electric supply costs with MidAmerican Energy. Please review the terms and conditions of electric service for additional details.

	<u>KWh</u>		<u>Rate</u>		<u>Charge</u>
Supply Charge	23,330	x	0.074780		1,744.62
Transmission Services	23,330	x	0.008210		191.54
MidAmerican Energy Discount 7%					-135.53

Each MidAmerican billing statement will display ComEd's supply and transmission rates less MidAmerican's discount.

Why the Guaranteed Savings Program?

- Savings are guaranteed through May 2009.
- Savings are displayed every invoice.
- No confusing rates. No price risk. Each month you'll pay ComEd's fixed rate for electric supply and transmission less MidAmerican's guaranteed savings.
- With our strong commitment to outstanding service, MidAmerican is recognized as an industry leader in customer satisfaction rankings.
- You will continue to receive the convenience of just one bill.
- Limited time offer.

Contact Lower Electric at:
(847) 272-0700
www.lowerelectric.com

After reviewing the terms and conditions, simply complete the Authorization and Enrollment Form.
Return by fax to:
(847) 498-4873



Terms & Conditions of Electric Service

These terms and conditions (Agreement) apply to your electric service with MidAmerican Energy Company (MidAmerican). If you have any questions, please call MidAmerican's customer service department at 1-800-432-8574 between the hours of 7:00 a.m. and 5:00 p.m. (Central Time), Monday-Friday.

Price: MidAmerican will arrange for delivery of 100% of Customer's electric service. Customer agrees to pay Commonwealth Edison Company's (ComEd) electric supply and transmission rates less MidAmerican's Guaranteed 7% Discount. Discount does not apply to delivery service charges, supply adjustments, public programs, taxes or other fees. These charges will be passed through directly from ComEd on MidAmerican's monthly invoice.

Term: This Agreement is effective upon acceptance by MidAmerican. Service will begin upon successful enrollment with ComEd and no earlier than Customer's scheduled September 2008 meter read date. Service will end with the Customer's regularly scheduled meter read date in May 2009 (Primary Term). AFTER THE PRIMARY TERM, THIS AGREEMENT SHALL CONTINUE ANNUALLY THEREAFTER UNLESS TERMINATED BY EITHER THE CUSTOMER OR MIDAMERICAN PER THESE TERMS & CONDITIONS.

Change in Terms or Conditions: If MidAmerican proposes changes to the terms or conditions of this Agreement for a renewal period, MidAmerican will provide Customer written notification of those changes at least 30 days prior to the renewal date. Customer will have a grace period up until 60 days after the renewal date to provide written notice to MidAmerican of their intent to terminate service under this agreement, without penalty. MidAmerican will return Customer's accounts to utility service rates effective with the next available meter read date.

Termination of Service: If either party elects to terminate service after the primary or renewal term, written notification must be provided to the other party at least 30 days prior to the renewal date. If Customer elects to terminate early, outside of the renewal or defined grace period, an early termination fee of \$100 per account will apply. After a termination request, Customer may elect another supplier or MidAmerican will return all accounts to utility service on the next available meter read date.

Eligibility: This Agreement is only applicable to non-residential accounts eligible for rate BES and less than 100 kW as designated at the time of enrollment. These accounts typically spend less than \$25,000 in annual electric costs. Customer must provide a copy of the utility bill with signed enrollment form to validate eligibility. MidAmerican reserves the right not to initiate service under this Agreement if, at MidAmerican's sole discretion, Customer is ineligible for this offer.

Financial Responsibility: MidAmerican reserves the right to require a satisfactory credit review of Customer's payment practices. If Customer's credit becomes unsatisfactory (including late payment), MidAmerican may terminate this Agreement by giving notice of cancellation.

Billing and Payment: MidAmerican's invoice will reflect all electric service charges including ComEd delivery charges. During seasonal changes from ComEd's summer/winter rates, Customer's bill will be prorated based on average daily usage. Customer must pay each monthly bill in full by the due date, which will not be less than 20 days from the invoice date. Late payment charges may be assessed at the rate of 1½% per month of the outstanding invoice amount if not received by the due date.

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 may be directed to MidAmerican Energy Company, P.O. Box 4350, Davenport, IA, 52808 or by phone at (800) 432-8574.

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. The 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 cancel this Agreement with 30 days written notice. This Agreement is a forward contract under applicable bankruptcy laws.