

A list of all jurisdictions in which the applicant is, or is applying to be, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas or retail electric services.

Natural Gas

- Illinois: MidAmerican Energy, Nicor Gas, Peoples Gas Light and Coke, North Shore Gas, Ameren Illinois
- Iowa: Alliant Energy, MidAmerican Energy, Liberty Utilities
- Michigan: Consumers Energy, DTE Gas
- Nebraska: MidAmerican Energy
- South Dakota: MidAmerican Energy

Electric

- Illinois: Ameren, Commonwealth Edison
- Maryland: Baltimore Gas & Electric, Delmarva, Potomac Edison, Potomac Electric Power Company
- Michigan: Detroit Edison
- Ohio: AEP Ohio Power, Dayton Power & Light, Duke Energy, The Illuminating Co., Ohio Edison, Toledo Edison
- Delaware: Delmarva Power
- District of Columbia: Potomac Electric Power Company
- Texas: AEP Texas Central Company, AEP Texas North Company, CenterPoint Energy, Oncor Electric Delivery, Sharyland McAllen, Sharyland Utilities, Texas-New Mexico Power
- Pennsylvania: Duquesne Light Company, Metropolitan Edison, Pennsylvania Electric, Pennsylvania Power, PECO, PP&L, Inc., West Penn Power

MidAmerican Energy Services, LLC, the applicant, any officer, director or principal has not been found liable for fraud, theft or larceny, deceit, or violations of any customer protection or deceptive trade laws in any state.

MidAmerican Energy Services, LLC, has no existing, pending or past rulings, judgments, contingent liabilities, impending revocation of authority, regulatory investigations, or any other matter of a material nature that could adversely impact its financial or operational status or which would adversely impact its ability to serve as an Alternative Retail Electric Supplier in the State of Illinois.

Attachment 8:
IL Secretary of State License



LLC FILE DETAIL REPORT

| | | | |
|----------------------------------|------------------------------------|--------------------------|--|
| Entity Name | MIDAMERICAN ENERGY SERVICES, LLC | File Number | 05213525 |
| Status | ACTIVE | On | 04/27/2015 |
| Entity Type | LLC | Type of LLC | Foreign |
| File Date | 04/27/2015 | Jurisdiction | DE |
| Agent Name | C T CORPORATION SYSTEM | Agent Change Date | 04/27/2015 |
| Agent Street Address | 208 SO LASALLE ST, SUITE 814 | Principal Office | 208 S LASALLE STREET, STE 814 CHICAGO, IL 606040000 |
| Agent City | CHICAGO | Management Type | MGR View |
| Agent Zip | 60604 | Duration | PERPETUAL |
| Annual Report Filing Date | 00/00/0000 | For Year | |
| Series Name | NOT AUTHORIZED TO ESTABLISH SERIES | | |

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[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

****DRAFT OF LEGAL NOTICE TO BE PUBLISHED AFTER FILING****

**Legal Notice
State of Illinois**

Illinois Commerce Commission

On June 29, 2015, pursuant to 220 ILCS 5/16-115 and 83 Illinois Administrative Code Part 451, MidAmerican Energy Services, LLC, a Delaware Limited Liability Company, filed an application with the Illinois Commerce Commission seeking an Alternative Retail Electric Supplier Certificate of Service Authority under Subpart D of Part 451 to serve all eligible retail customers in the State of Illinois.

By and through:

Carla Meiners
Senior Attorney
MidAmerican Energy Company
4299 Northwest Urbandale Drive
Urbandale, Iowa 50322
(515) 281-2782
FAX: (515) 242-4398

Attachment 14a:
Affiliated Interest Agreements



FEB 11 1998

RBP FEB 11 '98

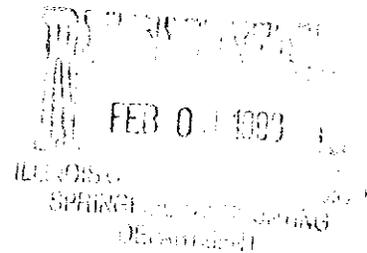
MidAmerican Energy Company
866 Grand Avenue
P. O. Box 657
Des Moines, Iowa 50303
515 281-2579 Telephone
515 242-4398 Facsimile
Email: rbpalmer@midamerican.com

February 6, 1998

Randall B. Palmer
Senior Attorney

Mary Selvaggio
Director of Accounting
Illinois Commerce Commission
P. O. Box 19280
Springfield, Illinois 62794-9280

Re: Compliance Filing
Docket No.98-0014
83 Ill. Adm. Code §§ 416.20 and 506.20



Dear Ms. Selvaggio:

Pursuant to the above-referenced emergency rules, please find enclosed for your approval four copies of MidAmerican Energy Company's written guidelines for allocating charges between public utility business and business other than public utility business. Please acknowledge receipt of this submittal on the enclosed copy of this letter and the fifth copy of the guidelines and return in the enclosed preaddressed, postage prepaid envelope.

Sincerely,

A handwritten signature in cursive script that reads "Randall B. Palmer".

**PLEASE ACKNOWLEDGE
RECEIPT AND RETURN**

MIDAMERICAN ENERGY COMPANY
NON-UTILITY ALLOCATION GUIDELINES
FEBRUARY, 1998

- Cost assignment philosophies outlined for affiliates of MidAmerican generally apply to non-utility operations of MidAmerican. Direct charging of costs is the preferred method of assigning costs; however, when impractical to do so, service charges and management fees are utilized to allocate costs to the non-utility operation.
- Within MidAmerican's accounting system, non-utility operations are captured in a separate business unit of MidAmerican. This means that the full cost of various services are assigned to the non-utility operation, such as labor loadings, administrative overhead costs, holding company allocations, etc., consistent with the treatment for utility operations.
- Overhead costs initially allocated to non-utility operations by MidAmerican's accounting system retain the account coding of the provider, typically an above-the-line account. Periodically, but at least at year-end, such amounts associated with the non-utility business unit are reclassified to appropriate below-the-line accounts in order that costs do not get charged to rate-regulated operations.
- Attached are MidAmerican Energy's Intercompany Charge procedures. Such procedures are essentially the same as those submitted by MidAmerican in response to a Commission staff data request in Docket No. 95-0353, as modified to reflect MidAmerican's holding company structure.

INTERCOMPANY CHARGES

GENERAL

T1S111
Updated: 12/01/95

Following is the Intercompany Charges procedure for MidAmerican Energy Company (MEC). Some administrative functions and facilities may be pooled when cost savings or special expertise will benefit any of the Company's subsidiaries. Charges may alternatively be specifically defined in intercompany agreements.

Intercompany charges will be made at full cost, as incurred by the provider. Charges will be documented by the Management Information System (MIS) and will be available for audit by the company being billed.

Proper accounting for costs benefitting more than one business unit is essential for an accurate evaluation of each business unit's performance.

Charge Methodologies

Three types of cost assignment categories have been established which provide reasonable and practical means for matching costs with benefits. They are:

1. Direct charges - for costs which have a direct relationship with the service or goods received;
2. Service Charges - for costs that are impractical to charge directly but for which a cost/benefit relationship can be reasonably identified. A practical allocation method can be established and performed when the benefit of doing so outweighs the cost thereof.
3. Management Fee - for costs incurred for the general benefit of the entire corporate group for which direct charging and service charges are not practical.

INTERCOMPANY CHARGES

DIRECT CHARGES

T1S211
Updated: 12/01/95

General

When labor and non-labor costs are incurred for the benefit of a specific business unit, the costs shall be charged to that business unit. When labor or non-labor costs are incurred, which benefit more than one business unit, charges shall be directly charged to each benefiting business unit.

If costs are directly charged to more than one business unit, the cost assignment should be clearly indicated on the source document, such as time sheet or invoice.

Direct Labor

Detailed time reports are to be completed by all employees to account for their time during each pay period. Time is to be charged to the lowest business unit level practical.

Labor Loadings

Certain other indirect costs will be added or "loaded" onto the direct labor charge. These costs will be a percentage of the direct labor dollars charged to an activity. The payroll loading factors will be calculated annually by General Accounting and reviewed at least semi-annually. Loadings will be captured at the business unit level only.

Non-Labor Costs

Non-labor expenses such as transportation, meals, etc., should be classified on employee expense reports, invoices, etc., consistent with the classification of related labor expenses.

Charging Labor and Non-Labor Costs

When labor and non-labor costs are incurred within one's normal areas of responsibilities, these costs should be charged to the individual's responsibility center.

If an individual performs responsibilities outside the scope of his/her normal area of responsibilities that is for the benefit of another business unit or division, then the appropriate bill center for which the work is performed should be charged. This bill center will be different from the individual's normal responsibility center. Centers within the same business unit cannot bill to each other. This will enable costs to be traced to their final destination with minimal difficulty. Direct charging to a specific business unit is required whenever practical.

Additionally, if an individual performs work benefiting a non-regulated activity of MEC, costs should be charged to the appropriate "below-the-line" activity.

Example 1:

Administrative employee and his spouse attend an industry association conference. They travel via company plane. the hotel room is \$20 more per night for additional occupant and documentation for a room service meal does not separate the charges for each meal.

| | | |
|------------------|----------------|--|
| Plane charges: | Admin employee | BC-RC-921xxx-100-321 |
| | Spouse | BC-RC-426503-100-321 |
| Hotel (3 nights) | Admin employee | BC-RC-921xxx-100-463 |
| | Spouse | 005-005-426503-100-463 (\$60, the incremental charge) |
| Meals | | Charge to Admin employee and spouse as identified. For meal not specifying how much is officer verses spouse, allocate one-half to each. |
| | Admin employee | BC-RC-921xxx-100-465 |
| | Spouse | BC-RC-426503-100-465 |

Example 2:

General labor activities relate to Holdings corporate functions (Examples include Investor Relations, Common shareholder services, Legal, Consulting and Accounting services relating to the Holding Company)

- H95 should be used as the BC on time sheets. Charges to varying degrees would be expected for officers and employees in the Support Services area.

Example 3:

Employee is involved, for a substantive amount of time, in a work session for a nonregulated marketing project ("work session" => decisions made, actions taken, etc., as opposed to merely sitting in on a periodic update presentation).

- Time should be charged to the assigned below-the-line activity and marketing project number. The appropriate marketing RC should be used as the BC. Check with the marketing personnel for the appropriate activity and project number. For example, involvement in the project "New Product: Furnace and Air Conditioning Rental" would be accounted for as follows:

BC RC Activity Proj Loc CE
 125-(Employee RC)-416272-66337-100-204

INTERCOMPANY CHARGES

MANAGEMENT FEE

T1S212
Updated: 12/01/95

General

The management fee allocates the actual costs of corporate overhead. Such costs either originate at or are direct charged to Holdings and are then allocated to each subsidiary of Holdings. The costs allocated are those for services benefiting all entities of the holding company, but which are impractical to direct charge and for which a specific cost/benefit relationship is difficult to establish.

Costs included in the management fee include those for corporate governance, shareholder services, management of common employee benefits, etc. Such costs are allocated using a variety of allocation basis, including a two factor formula comprised of assets and payroll. Allocation basis are established at the beginning of the year using prior year actual amounts. These basis remain in place throughout the year unless a significant restructuring occurs within the organization.

INTERCOMPANY CHARGES

SERVICE CHARGE

T1S2I3
Updated: 12/01/95

General

Costs or charges may be incurred that require allocation to several business units on a method other than through the corporate allocations.

Service charges will be used to allocate costs that are impractical to charge directly but for which a cost/benefit relationship can be reasonably identified.

Expenses identified which cannot be charged directly, but for which an identifiable benefit exists, will be assigned to subsidiaries using a service charge method. Through this method, charge-out rates will be established and charged to the appropriate business unit.

Fee for service examples:

- Use of the LAN.
- Use of the phone system.
- Sublease of office space.

INTERCOMPANY ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN

MIDAMERICAN ENERGY HOLDINGS COMPANY

AND

ITS SUBSIDIARIES

This Intercompany Administrative Services Agreement ("Agreement") is entered into as of March 31, 2006 by and between MidAmerican Energy Holdings Company (hereinafter the "Company") and its direct and indirect subsidiaries (hereinafter the "Subsidiaries") (each a "Party" and together the "Parties").

WHEREAS, the Company provides senior management, executive oversight and other administrative services that provide value to and benefit the Subsidiaries as entities in the consolidated group;

WHEREAS, the Subsidiaries have access to professional, technical and other specialized resources that the Company may wish to utilize from time to time in the provision of such administrative services; and

WHEREAS, the Company and Subsidiaries may desire to utilize the professional, technical and other specialized resources of certain Subsidiaries;

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the Company and Subsidiaries agree as follows:

ARTICLE 1. PROVISION OF ADMINISTRATIVE SERVICES

Upon and subject to the terms of this Agreement, services will be provided between and among the Company and its Subsidiaries that are not directly applicable to the production, distribution or sale of a product or service available to customers of the Company or its subsidiaries ("Administrative Services").

For purposes of this Agreement, Administrative Services shall include, but not be limited to the following:

- a) services by executive, management, professional, technical and clerical employees;
- b) financial services, payroll processing services, employee benefits participation, supply chain and purchase order processing services, tax and accounting services, contract negotiation and administration services, risk management services, environmental services and engineering and technical services;
- c) the use of office facilities, including but not limited to office space, conference rooms, furniture, equipment, machinery, supplies, computers and computer software, insurance policies and other personal property;
- d) the use of automobiles, airplanes, other vehicles and equipment;

To obtain specialized expertise or to achieve efficiencies, the following situations may arise under this Agreement whereby Administrative Services may be provided between and among the Company and its Subsidiaries:

- a) The Company may directly assign or allocate common costs to the Subsidiaries,
- b) The Company may procure Administrative Services from the Subsidiaries for its own benefit,
- c) The Company may procure Administrative Services from the Subsidiaries for subsequent allocation to some or all Subsidiaries commonly benefiting, or
- d) The Subsidiaries may procure Administrative Services from each other.

ARTICLE 2. DEFINITIONS

For purposes of this Agreement these terms shall be defined as follows:

- (a) "Laws" shall mean any law, statute, rule, regulation or ordinance.
- (b) "State Commissions" shall mean any state public utility commission or state public service commission with jurisdiction over a rate-regulated Party.
- (c) "Subsidiaries" shall mean current and future direct and indirect majority-owned subsidiaries of the Company.

ARTICLE 3. EFFECTIVE DATE

This Agreement shall be effective as of the date set forth above; provided, however, that in those jurisdictions in which regulatory approval is required before the Agreement becomes effective, the effective date shall be as of the date of such approval.

ARTICLE 4. CHARGES AND PAYMENT

(a) CHARGES.

Parties shall charge for Administrative Services on the following basis:

- (i) **Direct Charges:** The Party receiving the benefit of Administrative Services ("Recipient Party") will be charged for the operating costs incurred by the Party providing the Administrative Services ("Providing Party"), including, but not limited to, allocable salary and wages, incentives, paid absences, payroll taxes, payroll additives (insurance premiums, health care and retirement benefits and the like), direct non-labor costs, if any, and similar expenses, and reimbursement of out-of-pocket third party costs and expenses.
- (ii) **Service Charges:** Costs that are impractical to charge directly but for which a cost/benefit relationship can be reasonably identified. A practical allocation method will be established by Providing Party that allocates the cost of this service equitably and consistently to the Recipient Party. Any changes in the methodology will be communicated in writing to rate-regulated subsidiaries at least 180 days before the implementation of the change.
- (iii) **Allocations:** Costs incurred for the general benefit of the entire corporate group for which direct charging and service charges are not practical. An allocation methodology will be established and used consistently from year to year. Any changes to the methodology will be communicated

in writing to rate-regulated subsidiaries at least 180 days before the implementation of the change.

The charges constitute full compensation to the Providing Party for all charges, costs and expenses incurred by the Providing Party on behalf of the Recipient Party in providing the Administrative Services, unless otherwise specifically agreed to in writing between the Parties.

If events or circumstances arise which, in the opinion of the Parties, render the costs of providing any Administrative Services materially different from those charged under a specific rate or formula then in effect, the specific rate or formulas shall be equitably adjusted to take into account such events or changed circumstances.

Providing Parties will bill each and all Recipient Parties, as appropriate, for Administrative Services rendered under this Agreement in as specific a manner as practicable. To the extent that direct charging for services rendered is not practicable, the Providing Party may utilize allocation methodologies to assign charges for services rendered to the Recipient Party, reflective of the drivers of such costs. Such allocation methodologies may utilize allocation bases that include, but are not limited to: employee labor, employee counts, assets, and multi-factor allocation formulae.

Any cost allocation methodology for the assignment of corporate and affiliate costs will comply with the following principles:

- i) For Administrative Services rendered to a rate-regulated subsidiary of the Company or each cost category subject to allocation to rate-regulated subsidiaries by the Company, the Company must be able to demonstrate that such service or cost category is reasonable for the rate-regulated subsidiary for the performance of its regulated operations, is not duplicative of Administrative Services already being performed within the rate-regulated subsidiary, and is reasonable and prudent.
- ii) The Company and Providing Parties will have in place positive time reporting systems adequate to support the allocation and assignment of costs of executives and other relevant personnel to Recipient Parties.
- iii) Parties must maintain records sufficient to specifically identify costs subject to allocation, particularly with respect to their origin. In addition, the records must be adequately supported in a manner sufficient to justify recovery of the costs in rates of rate-regulated subsidiaries.
- iv) It is the responsibility of rate-regulated Recipient Parties to this Agreement to ensure that costs which would have been denied recovery in rates had such costs been directly incurred by the regulated operation are appropriately identified and segregated in the books of the regulated operation.

(b) PAYMENT.

(i) Each Providing Party shall bill the Recipient Party monthly for all charges pursuant to this Agreement via billings to the Company. The Company, in its capacity as a clearinghouse for

intercompany charges within the Company shall aggregate all charges and bill all Recipient Parties in a single bill. Full payment to or by the Company for all Administrative Services shall be made by the end of the calendar month following the intercompany charge. Charges shall be supported by reasonable documentation, which may be maintained in electronic form.

(ii) The Parties shall make adjustments to charges as required to reflect the discovery of errors or omissions or changes in the charges. The Parties shall conduct a true-up process at least quarterly and more frequently if necessary to adjust charges based on reconciliation of amounts charged and costs incurred. It is the intent of the Parties that such true-up process will be conducted using substantially the same process, procedures and methods of review as have been in effect prior to execution of this Agreement by the Parties.

ARTICLE 5. GENERAL OBLIGATIONS: STANDARD OF CARE

Rate-regulated Parties will comply with all applicable State and Federal Laws regarding affiliated interest transactions, including timely filing of applications and reports. The Parties agree not to cross-subsidize between the rate-regulated and non-rate-regulated businesses or between any rate-regulated businesses, and shall comply with any applicable State Commission Laws and orders. Subject to the terms of this Agreement, the Parties shall perform their obligations hereunder in a commercially reasonable manner.

ARTICLE 6. TAXES

Each Party shall bear all taxes, duties and other similar charges except taxes based upon its gross income (and any related interest and penalties), imposed as a result of its receipt of Administrative Services under this Agreement, including without limitation sales, use, and value-added taxes.

ARTICLE 7. ACCOUNTING AND AUDITING

Providing Parties and the Company shall maintain such books and records as are necessary to support the charges for Administrative Services, in sufficient detail as may be necessary to enable the Parties to satisfy applicable regulatory requirements ("Records"). All Parties:

- (a) shall provide access to the Records at all reasonable times;
- (b) shall maintain the Records in accordance with good record management practices and with at least the same degree of completeness, accuracy and care as it maintains for its own records; and
- (c) shall maintain its own accounting records, separate from the other Party's accounting records.

Subject to the provisions of this Agreement, Records supporting intercompany billings shall be available for inspection and copying by any qualified representative or agent of either Party or its affiliates, at the expense of the inquiring Party. In addition, State Commission staff or agents may audit the accounting records of Providing Parties that form the basis for charges to rate-regulated subsidiaries, to determine the reasonableness of allocation factors used by the Providing Party to assign costs to the Recipient Party and amounts subject to allocation or direct charges. All Parties agree to cooperate fully with such audits.

ARTICLE 8. BUDGETING

In advance of each budget year, Providing Parties shall prepare and deliver to the Recipient Parties, for their review and approval, a proposed budget for Administrative Services to be performed during that year. The approved schedule of budgeted Administrative Services shall evidence the base level of Administrative Services. The schedule shall be updated at least annually. Each Party shall promptly notify the other Party in writing of any requested material change to the budget costs for any service being provided.

ARTICLE 9. COOPERATION WITH OTHERS

The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Administrative Services. Such good faith cooperation will include providing electronic access in the same manner as provided other vendors and contractors to systems used in connection with Administrative Services and using commercially reasonable efforts to obtain all consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations. Each Party shall make available to the other Party any information required or reasonably requested by the other Party regarding the performance of any Administrative Service and shall be responsible for timely providing that information and for the accuracy and completeness of that information; provided, however, that a Party shall not be liable for not providing any information that is subject to a confidentiality obligation owed by it to a person or regulatory body other than an affiliate of it or the other Party. Either Party shall not be liable for any impairment of any Administrative Service caused by it not receiving information, either timely or at all, or by it receiving inaccurate or incomplete information from the other Party that is required or reasonably requested regarding that Administrative Service. The Parties will cooperate with each other in making such information available as needed in the event of any and all internal or external audits, utility regulatory proceedings, legal actions or dispute resolution. Each Party shall fully cooperate and coordinate with each other's employees and contractors who may be awarded other work. The Parties shall not commit or permit any act, which will interfere with the performance of or receipt of Administrative Services by either Party's employees or contractors.

ARTICLE 10. COMPLIANCE WITH ALL LAWS

Each Party shall be responsible for (i) its compliance with all laws and governmental regulations affecting its business, including but not limited to, laws and governmental regulations governing federal and state affiliate transactions, workers' compensation, health, safety and security, and (ii) any use it may make of the Administrative Services to assist it in complying with such laws and governmental regulations.

ARTICLE 11. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement and except for (a) rights provided under Article 12 in connection with Third-Party Claims, (b) direct or actual damages as a result of a breach of this Agreement, and (c) liability caused by a Party's negligence or willful misconduct, no Party nor their respective directors, officers, employees and agents, will have any liability to any other Party, or their respective directors, officers, employees and agents, whether based on contract, warranty, tort, strict liability, or any other theory, for any indirect, incidental, consequential, special damages, and no Party, as a result of providing a Service pursuant to this Agreement, shall be liable to any other Party for more than the cost of the Administrative Service(s) related to the claim or damages.

ARTICLE 12. INDEMNIFICATION

Each of the Parties will indemnify, defend, and hold harmless each other Party, members of its Board of Directors, officers, employees and agents against and from any third-party claims resulting from any negligence or willful misconduct of a Party's employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of its obligations under this Agreement or in any way related to this Agreement. If a Third-Party claim arising out of or in connection with this Agreement results from negligence of multiple Parties (including their employees, agents, suppliers and subcontractors), each Party will bear liability with respect to the Third-Party Claim in proportion to its own negligence.

ARTICLE 13. DISPUTE RESOLUTION

The Parties shall promptly resolve any conflicts arising under this Agreement and such resolution shall be final. If applicable, adjustments to the charges will be made as required to reflect the discovery of errors or omissions in the charges. If the Parties are unable to resolve any service, performance or budget issues or if there is a material breach of this Agreement that has not been corrected within ninety (90) days, representatives of the affected Parties will meet promptly to review and resolve those issues in good faith.

ARTICLE 14. TERMINATION FOR CONVENIENCE

A Party may terminate its participation in this Agreement either with respect to all, or with respect to any one or more, of the Administrative Services provided hereunder at any time and from time to time, for any reason or no reason, by giving notice of termination at least sixty (60) days in advance of the effective date of the termination to enable the other Party to adjust its available staffing and facilities. In the event of any termination with respect to one or more, but less than all, Administrative Services, this Agreement shall continue in full force and effect with respect to any Administrative Services not terminated hereby. If this Agreement is terminated in whole or in part, the Parties will cooperate in good faith with each other in all reasonable respects in order to effect an efficient transition and to minimize the disruption to the business of all Parties, including the assignment or transfer of the rights and obligations under any contracts. Transitional assistance service shall include organizing and delivering records and documents necessary to allow continuation of the Administrative Services, including delivering such materials in electronic forms and versions as reasonably requested by the Party.

ARTICLE 15. CONFIDENTIAL INFORMATION/NONDISCLOSURE

To the fullest extent allowed by law, the provision of any Administrative Service or reimbursement for any Administrative Service provided pursuant to this Agreement shall not operate to impair or waive any privilege available to either Party in connection with the Administrative Service, its provision or reimbursement for the Administrative Service.

All Parties will maintain in confidence Confidential Information provided to each other in connection with this Agreement and will use the Confidential Information solely for the purpose of carrying out its obligations under this Agreement. The term Confidential Information means any oral or written information, (including without limitation, computer programs, code, macros or instructions) which is made available to the Company, its

Subsidiaries or one of its representatives, regardless of the manner in which such information is furnished. Confidential Information also includes the following:

a. All Information regarding the Administrative Services, including, but not limited to, price, costs, methods of operation and software, shall be maintained in confidence.

b. Systems used to perform the Administrative Services provided hereunder are confidential and proprietary to the Company, its Subsidiaries or third parties. Both Parties shall treat these systems and all related procedures and documentation as confidential and proprietary to the Company, its Subsidiaries or its third party vendors.

c. All systems, procedures and related materials provided to either Party are for its internal use only and only as related to the Administrative Services or any of the underlying systems used to provide the Administrative Services.

Notwithstanding anything in this Article 15 to the contrary, the term "Confidential Information" does not include any information which (i) at the time of disclosure is generally available to and known by the public (other than as a result of an unpermitted disclosure made directly or indirectly by a Party), (ii) was available to a Party on a non-confidential basis from another source (provided that such source is not or was not bound by a confidentiality agreement with a Party or had any other duty of confidentiality to a Party), or (iii) has been independently acquired or developed without violating any of the obligations under this Agreement.

The Parties shall use good faith efforts at the termination or expiration of this Agreement to ensure that all user access and passwords are cancelled.

All Confidential Information supplied or developed by a Party shall be and remain the sole and exclusive property of the Party who supplied or developed it.

ARTICLE 16. PERMITTED DISCLOSURE

Notwithstanding provisions of this Agreement to the contrary, each Party may disclose Confidential Information (i) to the extent required by a State Commission, a court of competent jurisdiction or other governmental authority or otherwise as required by law, including without limitation disclosure obligations imposed under the federal securities laws, provided that such Party has given the other Party prior notice of such requirement when legally permissible to permit the other Party to take such legal action to prevent the disclosure as it deems reasonable, appropriate or necessary, or (ii) on a "need-to-know" basis under an obligation of confidentiality to its consultants, legal counsel, affiliates, accountants, banks and other financing sources and their advisors.

ARTICLE 17. SUBCONTRACTORS

To the extent provided herein, the Parties shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by such subcontractors and shall maintain complete

control over all such subcontractors. It being understood and agreed that not anything contained herein shall be deemed to create any contractual relation between the subcontractor of any tier and the Parties.

ARTICLE 18. NONWAIVER

The failure of a Party to insist upon or enforce strict performance of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to enforce such terms or rights on any future occasion.

ARTICLE 19. SEVERABILITY

Any provision of this Agreement prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 20. ENTIRE AGREEMENT/DOCUMENTS INCORPORATED BY REFERENCE

All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into this Agreement, which fully and completely express the agreement of the Parties with respect to the subject matter hereof.

ARTICLE 21. OTHER AGREEMENTS

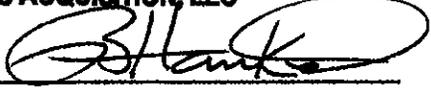
This Agreement does not address or govern the Parties' relationship involving: (a) the tax allocation agreement nor (b) any other relationships not specifically identified herein. All such relationships not addressed or governed by this Agreement will be governed and controlled by a separate agreement or tariff specifically addressing and governing those relationships or by applicable Laws or orders.

This Agreement has been duly executed on behalf of the Parties as follows:

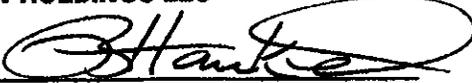
MIDAMERICAN ENERGY HOLDINGS COMPANY

By: 
Patrick J. Goodman
Title: Sr. Vice President & Chief Financial Officer

NNGC ACQUISITION, LLC

By: 
Brian K. Hankel
Title: Vice President & Treasurer

PPW HOLDINGS LLC

By: 
Brian K. Hankel
Title: Vice President & Treasurer

KR HOLDING, LLC

By: 
Patrick J. Goodman
Title: Vice President & Treasurer

CE ELECTRIC UK FUNDING COMPANY

By: 
Patrick J. Goodman
Title: Director

CALENERGY INTERNATIONAL SERVICES, INC.

By: 
Brian K. Hankel
Title: Vice President & Treasurer

HOME SERVICES OF AMERICA, INC.

By: 
Paul J. Leighton
Title: Asst Secretary

CE CASECNAWATER AND ENERGY COMPANY, INC.

By: 
Brian K. Hankel
Title: Vice President & Treasurer

MIDAMERICAN FUNDING, LLC

By: 
Thomas B. Specketer
Title: Vice President & Controller



MidAmerican Energy Services, LLC
4299 NW Urbandale Drive
Urbandale, Iowa 50322

VIA CERTIFIED MAIL

June 29, 2015

Brice A. Sheriff
Ameren Illinois Company
200 W. Washington St.
Springfield, IL 62701-1117

Re: Notification of intent to serve customers

Dear Mr. Sheriff:

Due to the evolution of MidAmerican Energy Company's unregulated business plan and market expansion, corporate leadership has determined the company's unregulated retail services division will be transferred to a non-regulated affiliate within the parent company Berkshire Hathaway Energy. This new entity is MidAmerican Energy Services, LLC.

This letter shall serve as notice that MidAmerican Energy Company's current retail customers will be assigned to the affiliate MidAmerican Energy Services, LLC. MidAmerican Energy Services, LLC, plans to serve these and potential future customers of all classes in Ameren Illinois Company's service territory, beginning approximately January 1, 2016.

A copy of this letter will be provided to the Illinois Commerce Commission as an attachment to the Alternative Retail Electric Supplier application of MidAmerican Energy Services, LLC, as required proof of notification.

If any additional information is needed, please contact me at (515) 242-3488 or cbaird-forrinstall@midamerican.com.

Sincerely,

A handwritten signature in black ink that reads "C Forrinstall".

Carrie Baird-Forrinstall
Regulatory Analyst



MidAmerican Energy Services, LLC
4299 NW Urbandale Drive
Urbandale, Iowa 50322

VIA CERTIFIED MAIL

June 29, 2015

Thomas S. O'Neill
Commonwealth Edison Company
440 S. LaSalle St., Ste. 3300
Chicago, IL 60605

Re: Notification of intent to serve customers

Dear Mr. O'Neill:

Due to the evolution of MidAmerican Energy Company's unregulated business plan and market expansion, corporate leadership has determined the company's unregulated retail services division will be transferred to a non-regulated affiliate within the parent company Berkshire Hathaway Energy. This new entity is MidAmerican Energy Services, LLC.

This letter shall serve as notice that MidAmerican Energy Company's current retail customers will be assigned to the affiliate MidAmerican Energy Services, LLC. MidAmerican Energy Services, LLC, plans to serve these and potential future customers of all classes in Commonwealth Edison Company's service territory, beginning approximately January 1, 2016.

A copy of this letter will be provided to the Illinois Commerce Commission as an attachment to the Alternative Retail Electric Supplier application of MidAmerican Energy Services, LLC, as required proof of notification.

If any additional information is needed, please contact me at (515) 242-3488 or cbaird-forristall@midamerican.com.

Sincerely,

A handwritten signature in black ink that reads "C. Forristall".

Carrie Baird-Forristall
Regulatory Analyst

License or Permit Bond No 70NGP183889
National Indemnity Company
3024 Harney Street
Omaha, NE 68131-3580

KNOW ALL MEN BY THESE PRESENTS, That we, **MidAmerican Energy Services, LLC** as Principal, and **National Indemnity Company**, a **Nebraska** Corporation, and authorized to do business in Illinois, as Surety, are held and firmly bound unto **THE PEOPLE OF THE STATE OF ILLINOIS** as Obligee, in the sum of **THREE HUNDRED THOUSAND AND NO/100 Dollars (\$300,000.00)**, for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business to operate as an ARES (Alternative Retail Electric Supplier) under 220 ILCS 5/16-115 and is required to execute this bond under 83 Illinois Administrative Code Part 451.50 by the Obligee.

NOW, Therefore, if the Principal fully and faithfully perform all duties and obligations of the Principal as an ARES, then this obligation to be void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the Surety; said notice to be sent to The People of the State of Illinois, 527 East Capitol Avenue, Springfield, Illinois 62701, of the aforesaid State of Illinois, by certified mail.

Dated this 11 day of June, 2015

MidAmerican Energy Services Principal

by: J. P. Kelleher
Jack P. Kelleher, President



National Indemnity Company Surety

by: Everett Anderson
Everett Anderson, Attorney-in-Fact

POWER-OF-ATTORNEY
NATIONAL INDEMNITY COMPANY

Attachment 20:
License or Permit Bond

3024 HARNEY STREET
OMAHA, NEBRASKA 68131
(402) 916-3000

70NGP183889

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Attorney specifies **THE AUTHORITY OF THE ATTORNEY-IN-FACT** and **THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:**

THREE HUNDRED THOUSAND AND NO/100 DOLLARS

(\$300,000.00)

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint Exerett Anderson in the City of Omaha, County of Douglas, State of Nebraska its true and lawful attorney-in-fact, at Omaha, in the State of Nebraska to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 6th day of August, 2014:

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Senior Vice President this 11th day of June, 2015.

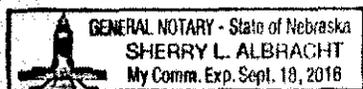


NATIONAL INDEMNITY COMPANY

BY Philip M. Wolf
(Name) Philip M. Wolf
(Title) Senior Vice President

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.:

On this 11th day of June, 2015, before me, a Notary Public, personally appeared Philip M. Wolf, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Senior Vice President of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation



Sherry L. Albracht
Notary Public, Nebraska

- 1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NUTFEAL OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
- 2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES

Principal or case reference: MIDAMERICAN ENERGY SERVICES, LLC
This Power Can Only Be Used in The State of ILLINOIS
This Power Can Only Be Used For The Following Obligor: ILLINOIS COMMERCE COMMISSION

Mid-Century Insurance Company (NAIC #21687)

BUSINESS ADDRESS: P.O. Box 2478 Terminal Annex, Los Angeles, CA 90051. PHONE: (323) 932-3200. UNDERWRITING LIMITATION b/: \$92,126,000. SURETY LICENSES c./f/: AL, AZ, AR, CA, CO, FL, GA, HI, ID, IL, IN, IA, KS, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SD, TN, TX, UT, VT, VA, WA, WI, WY. INCORPORATED IN: California.

MID-CONTINENT CASUALTY COMPANY (NAIC #23418)

BUSINESS ADDRESS: P.O. Box 1409, Tulsa, OK 74101. PHONE: (918) 587-7221. UNDERWRITING LIMITATION b/: \$11,437,000. SURETY LICENSES c./f/: AL, AZ, AR, CO, IL, IN, IA, KS, KY, LA, MD, MN, MS, MO, MT, NE, NM, NC, ND, OH, OK, SC, SD, TN, TX, UT, VA, WA, WY. INCORPORATED IN: Ohio.

Motorists Commercial Mutual Insurance Company (NAIC #13331)

BUSINESS ADDRESS: 471 East Broad Street, Columbus, OH 43215. PHONE: (614) 225-8211. UNDERWRITING LIMITATION b/: \$14,092,000. SURETY LICENSES c./f/: AK, AZ, CA, CO, CT, DE, DC, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Motorists Mutual Insurance Company (NAIC #14621)

BUSINESS ADDRESS: 471 East Broad Street, Columbus, OH 43215. PHONE: (614) 225-8211. UNDERWRITING LIMITATION b/: \$56,878,000. SURETY LICENSES c./f/: IN, KY, MI, OH, PA, WV. INCORPORATED IN: Ohio.

Motors Insurance Corporation (NAIC #22012)

BUSINESS ADDRESS: 300 GALLERIA OFFICENTRE, SOUTHFIELD, MI 48034. PHONE: (248) 263-6900. UNDERWRITING LIMITATION b/: \$109,563,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

Munich Reinsurance America, Inc. (NAIC #10227)

BUSINESS ADDRESS: 555 COLLEGE ROAD EAST - P.O. BOX 5241, PRINCETON, NJ 08543. PHONE: (609) 243-4200. UNDERWRITING LIMITATION b/: \$519,554,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

[← Back To Top](#)

N**National American Insurance Company (NAIC #23663)**

BUSINESS ADDRESS: P.O. Box 9 , Chandler , OK 74834. PHONE: (405) 258-0804. UNDERWRITING LIMITATION b/: \$6,091,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MI, MN, MS, MO, MT, NE, NV, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY. INCORPORATED IN: Oklahoma.

National Casualty Company (NAIC #11991)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., 1-04-701, COLUMBUS, OH 43215 - 2220. PHONE: (480) 365-4000. UNDERWRITING LIMITATION b/: \$12,587,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

NATIONAL FARMERS UNION PROPERTY AND CASUALTY COMPANY (NAIC #16217)

BUSINESS ADDRESS: One General Drive, Sun Prairie, WI 53596. PHONE: (608) 837-4440. UNDERWRITING LIMITATION b/: \$4,168,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

National Fire Insurance Company of Hartford (NAIC #20478)

BUSINESS ADDRESS: 333 S. WABASH AVE, CHICAGO, IL 60604. PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: \$11,618,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

National Indemnity Company (NAIC #20087)

BUSINESS ADDRESS: 3024 Harney Street , Omaha , NE 68131 - 3580. PHONE: (402) 916-3000. UNDERWRITING LIMITATION b/: \$9,722,605,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Nebraska.

National Surety Corporation (NAIC #21881)

BUSINESS ADDRESS: 777 San Marin Drive, Novato, CA 94998. PHONE: (312) 346-6400. UNDERWRITING LIMITATION b/: \$12,670,000. SURETY LICENSES c./f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY. INCORPORATED IN: Illinois.

MidAmerican Energy Company's Unregulated Retail Services division is a current member of Midcontinent Independent Transmission System Operator, Inc. (MISO) under the NERC ID MECR. A copy of the current MISO Market Participant Agreement with MidAmerican Energy Company (MECR) is attached, in addition to an e-mail confirmation from MISO of its receipt of MidAmerican Energy Services, LLC's application.

MidAmerican Energy Services, LLC filed an application with MISO to be a market participant on July 21, 2015. MidAmerican Energy Services, LLC, requests approval to provide proof of membership in MISO within 90 days of an ICC Order approving a conditional certificate of authority contingent upon receipt of such proof of membership. Attached is an Affidavit stating that MidAmerican Energy Services, LLC will not serve customers in the MISO delivery area until it becomes a member of MISO and agrees to submit proof of its MISO membership no less than 15 days before delivering power in the service territory of Ameren Illinois Company.

From: Jansen, Sunny
To: Baird-Forristall, Caroline
Subject: FW: MISO Credit Requirements - MES
Date: Wednesday, July 22, 2015 4:22:16 PM
Importance: High

From: Jennifer Ford [mailto:JFord@misoenergy.org]
Sent: Wednesday, July 22, 2015 2:42 PM
To: Harger, Christy M; Von Feldt, Nancy A; Jansen, Sunny; Kibby, Debra
Cc: *MISO Credit; Barbara Farrow
Subject: MISO Credit Requirements - MES
Importance: High

Christy, Nancy, Sunny, and Deb,,

Now that MidAmerican Energy Services, LLC (MES) has met MISO Registration's paperwork deadline and submitted an application for market participation, MISO market certification can occur any time after 12/1/15 (i.e. MES does not have to wait for the next commercial model update if 12/1/15 is missed) as soon as we ensure all below credit requirements are met. Should MES expect to obtain market certification by 12/1/15, we recommend addressing the credit requirements immediately and that the requirements are met at least a week prior to that desired date.

- Please complete the 1st attached excel file according to MES's expected activity in the MISO market and email it back to misocredit@misoenergy.org once complete.
- In addition, I know you have been working with Griffin Pickering on a corporate guaranty and that it is close to being finalized. Once complete, this will meet "appropriate person" status and minimum capitalization requirements.

Feel free to give me a call with any questions.

Jennifer Ford
Credit & Risk Management, Accounts Receivable
MISO | P.O. Box 4202 | Carmel, IN 46082-4202
Phone: 317.249.5895 Fax: 317.249.5899
www.misoenergy.org

For UPS or FedEx, please send to:
720 City Center Drive Carmel, IN 46032

AFFIDAVIT

State of Iowa _____ :
 :
 : ss.
County of Polk _____ :

Jack P. Kelleher, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President (Office of Affiant) of MidAmerican Energy Services, LLC (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant;

That the Applicant herein, MidAmerican Energy Services, LLC, will not serve customers in the MISO delivery area until it becomes a member of MISO.

That the Applicant herein, MidAmerican Energy Services, LLC, intends to provide ARES services in the MISO delivery area at a later time.

That the Applicant herein, MidAmerican Energy Services, LLC, agrees to submit proof of its MISO membership in a filing in this docket with the Chief Clerk and those on the service list no less than 15 days before delivering power in the service territory of Ameren Illinois Company.

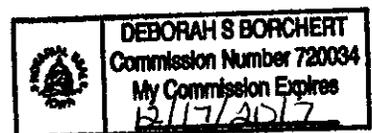
That the Applicant herein, MidAmerican Energy Services, LLC, agrees to meet any additional notification requirement that the Commission may determine in this proceeding.

J. P. Kelleher
Signature of Affiant

Sworn and subscribed before me this 23rd day of July, 2015.

Deborah S Borchert
Signature of official administering oath

My commission expires 12/17/2017.



MAY 26 2005

Market Participant Agreement

For

MidAmerican Energy Company (MECR)

Under The

**Midwest Independent Transmission System Operator, Inc.,
FERC Electric Tariff, Open Access Transmission Tariff
Third Revised Volume No. 1**

MISO MPA Designation No.: MPA.MECR

Issued by: Ronald R. McNamara, Issuing Officer
Issued on: _____

Effective: _____

ATTACHMENT W

FORM OF MARKET PARTICIPANT AGREEMENT

- 1.0 This Market Participant Agreement ("MP Agreement"), dated as of January 26, 2005, is entered into, by and between the Midwest Independent Transmission System Operator, Inc., ("Transmission Provider") and MidAmerican Energy Company (MECR) ("Market Participant").
- 2.0 The Market Participant has been determined by the Transmission Provider to be a Market Participant as defined in the Tariff.
- 3.0 The Market Participant agrees to supply the Transmission Provider with any and all information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice.
- 4.0 The Transmission Provider agrees to provide services to the Market Participant upon a request by an authorized representative of the Market Participant. The Market Participant agrees to take and pay for the requested services in accordance with the provisions of the Tariff and this MP Agreement.

Midwest ISO
FERC Electric Tariff, Third Revised Volume No. 1

Substitute First Revised Sheet No. 1691
Superseding First Revised Sheet No. 1691

- 5.0 Market Participant status under the Tariff shall commence upon execution of this MP Agreement by the Transmission Provider. Service(s) under the Tariff shall commence at the time of the requested service(s) commencement date.
- 6.0 This MP Agreement shall terminate on such date as mutually agreed upon by the Parties.
- 7.0 The Market Participant shall provide written notification of any unexpected material adverse changes in circumstances that may affect the Market Participant's status as a Market Participant, within twenty-four (24) hours of having learned of the change.

Issued by: Ronald R. McNamara, Issuing Officer
Issued on: January 7, 2005

Effective: March 1, 2005

Filed to comply with the November 8, 2004 Order of the FERC in Docket Nos. ER04-691-000 and EL04-104-000
(Midwest Independent Transmission System Operator, Inc., 109 FERC ¶ 61,157 (2004)).

Midwest ISO
FERC Electric Tariff, Third Revised Volume No. 1

Fourth Substitute Original Sheet No. 1692
Superseding Third Substitute Original Sheet No. 1692

- 8.0 The Market Participant shall notify the Transmission Provider in writing of any material adverse change in circumstances that the Market Participant learns of or intends to implement and may affect its status at least seventy-two (72) hours prior to the change.
- 9.0 Any notice or request made to either of the parties to this MP Agreement shall be made to the following representatives:

| | <u>Transmission Provider</u> | <u>Market Participant</u> |
|----------|---|---|
| Title: | Contract Administrator | <u>Barbara Hawbaker</u> |
| Address: | 701 City Center Drive Carmel, IN 46032 | <u>Balancing & Settlement Analyst</u> <u>4299 NW Urbandale Drive</u> <u>Urbandale, IA 50322</u> |

Issued by: Ronald R. McNamara, Issuing Officer
Issued on: January 19, 2005

Effective: March 1, 2005

Filed to comply with the December 20, 2004 Order of the FERC in Docket Nos. ER04-691-000 and EL04-104-000
(Midwest Independent Transmission System Operator, Inc., 109 FERC ¶ 61,285 (2004)).

Midwest ISO
FERC Electric Tariff, Third Revised Volume No. 1

Substitute First Revised Sheet No. 1693
Superseding First Revised Sheet No. 1693

10.0 The Tariff, in its entirety, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have caused this MP Agreement to be executed by their respective authorized officials.

Transmission Provider

By: Michael P. Holstein
Name: Michael P. Holstein
Title: Vice President & Chief Financial Officer
Date: February 22, 2005

Market Participant

By: J.P. Kelleher
Name: Jack P. Kelleher
Title: Vice President - Marketing & Sales
Date: January 26, 2005

Issued by: Ronald R. McNamara, Issuing Officer
Issued on: January 7, 2005

Effective: March 1, 2005

Filed to comply with the November 8, 2004 Order of the FERC in Docket Nos. ER04-691-000 and EL04-104-000
(Midwest Independent Transmission System Operator, Inc., 109 FERC ¶ 61,157 (2004)).

ATTACHMENT W

FORM OF MARKET PARTICIPANT AGREEMENT

- 1.0 This Market Participant Agreement ("MP Agreement"), dated as of **the start of market operations**, is entered into, by and between the Midwest Independent Transmission System, Inc., ("Transmission Provider") and **MidAmerican Energy Company (MECR)** ("Market Participant").
- 2.0 The Market Participant has been determined by the Transmission Provider to be a Market Participant under the provisions of the Tariff.
- 3.0 The Market Participant agrees to supply the Transmission Provider with any and all information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice.
- 4.0 The Transmission Provider agrees to provide Market Services to the Market Participant upon a request by an authorized representative of the Market Participant. The Market Participant agrees to take and pay for the requested service in accordance with the provisions of the Tariff and this MP Agreement including, but not limited to, all charges under Schedules 16 and 17 of the Tariff.
- 5.0 Market Participant status under the Tariff shall commence upon execution of this MP Agreement by the Transmission Provider. Termination of Market Participant status shall take effect upon the receipt of written notification from the Market Participant to the Transmission Provider at least five (5) Business Days prior to the intended termination. Service(s) under the Tariff shall commence at the time of the requested service(s) commencement date.
- 6.0 This MP Agreement shall terminate on such date as mutually agreed upon by the Parties or upon the receipt of written notification from the Market Participant to the Transmission Provider at least five (5) Business Days prior to the intended termination of this MP Agreement.
- 7.0 The Market Participant hereby indemnifies the Transmission Provider for any actions taken by any Designated Agent of the Market Participant including, but not limited to, any Scheduling Agent, Metering Data and Management Agent or any other Agent or Market Participant acting on behalf of this Market Participant.
- 8.0 The Market Participant shall provide written notification of any unexpected material adverse changes in circumstances that may affect the Market Participant's status as a Market Participant, within twenty-four (24) hours of having learned of the change.

Midwest ISO
FERC Electric Tariff, Third Revised Volume No. 1

- 9.0 The Market Participant shall notify Transmission Provider in writing of any non-material adverse changes in circumstances that may affect the Market Participant status at least seventy-two (72) hours prior to the change.
- 10.0 Any notice or request made to either of the parties to this MP Agreement shall be made to the following representatives:

| | <u>Transmission Provider</u> | <u>Market Participant</u> |
|----------|---|--|
| Title: | Contract Administrator | Barbara Hawbaker |
| Address: | 701 City Center Drive Carmel, IN 46032 | Balancing & Settlement Analyst 4299 NW Urbandale Drive Urbandale, IA 50322 |

10.0 The Tariff, in its entirety, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this MP Agreement to be executed by their respective authorized officials.

Transmission Provider

By: _____
Name: _____
Title: _____
Date: _____

Market Participant

By: 
Name: **Dean T. Merrill**
Title: **Director**
Electric Products
Date: **August 13, 2003** cm 9/13/03



**Attachment 21: Financial
Qualifications - RTO Membership**

2750 Monroe Blvd.
Valley Forge Corporate Center
Norristown, PA 19403-2497

April 28th, 2015

Sunny Jansen
MidAmerican Energy Services, LLC
4299 NW Urbandale Drive
Urbandale, IA 50322

Dear Sunny Jansen,

Welcome to PJM!

As promised, enclosed is the signed membership agreement for your records. To ensure your needs are met, either Michelle Souder or Chrise Franks will be your initial point of contact and will reach out to you to welcome you and talk about PJM. They can be contacted at Michelle.Souder@pjm.com (610-666-4729) or Christine.Franks@pjm.com (610-666-4535). You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

Megan McLaverty
PJM Interconnection

Enclosures

MidAmerican Energy Services, LLC
10000 13th Avenue, NE
Bellevue, WA 98005

Standard Operating Agreement
10000 13th Avenue, NE
Bellevue, WA 98005

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

1. This Additional Member Agreement (the 'Supplemental Agreement'), dated as of 4/20/15, is entered into among MidAmerican Energy Services, LLC and the President of the LLC acting on behalf of its Members.
2. MidAmerican Energy Services, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate MidAmerican Energy Services, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. MidAmerican Energy Services, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. MidAmerican Energy Services, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. MidAmerican Energy Services, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Sunny Jansen
4299 NW Urbandale Drive,
Urbandale, IA 50322 USA

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.
6. The Operating Agreement is hereby amended to include MidAmerican Energy Services, LLC as a Member of the LLC thereto, effective as of April 20th 2015, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, MidAmerican Energy Services, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Erin J. Schmitt on behalf of TERRA BOSTON
Name: ERIN J. SCHMITT
Title: President

By: J.P. Kelleher
Name: Jack P. Kelleher
Title: President MidAmerican Energy Services, LLC

Application for Membership
Between
PJM Interconnection, L.L.C.
and

MidAmerican Energy Services, LLC

This Application for Membership Agreement ('Agreement') is entered into between PJM Interconnection, L.L.C. ('PJM') and ('Applicant'). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ('Operating Agreement'). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ('Tariff'). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: J. P. Kelleher President
Name: Jack P. Kelleher Title: MidAmerican Energy Services, LLC Date: 4/8/15

PJM Interconnection, L.L.C.

Signature: Erin L. Sechrist
Name: ERIN L. SECHRIST Title: MANAGER, MEMBER SUPPORT SERVICES Date: 4/28/15

MidAmerican Energy Services, LLC (formerly MidAmerican Energy Company's Unregulated Retail Service division) has been an active supplier in deregulated markets since 1999. MidAmerican satisfies the technical qualifications in Part 451.330 with the experience of the following two listed staff, in addition to other operational staff.

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| <p>Melinda Ruperto, Director, Unregulated Retail Trading</p> <p><u>Education:</u> Drake University, M.B.A., 2002 Iowa State University, B.B.A. Accounting, 1988</p> <p><u>Licenses/Certifications:</u> Certified Public Accountant, 1991</p> <p><u>Employment:</u> Director – Unregulated Retail Trading MidAmerican Energy Services, LLC, 2016-Present</p> <p>Director – Unregulated Retail Trading MidAmerican Energy Company, 2006-2015</p> <p>Book Manager MidAmerican Energy Company, 1999-2005</p> <p>Risk Manager MidAmerican Energy Company, 1998-1999</p> <p>Senior Accountant MidAmerican Energy Company, 1997-1998</p> <p>Accountant MidAmerican Energy Company, 1996-1997</p> <p>Supervisor, Senior and Accountant Brooks Lodden, 1988-1996</p> | <p>Deb Kibby, Supervisor, Electric Operations</p> <p><u>Education:</u> North Iowa Area Community College – AA General Business - 1998</p> <p><u>Employment:</u> Supervisor, Electric Operations MidAmerican Energy Services, LLC, 2016-present</p> <p>Supervisor, Electric Operations MidAmerican Energy Company, 2015</p> <p>Senior Forecasting Analyst MidAmerican Energy Company, 2013-2015</p> <p>Forecasting Analyst II MidAmerican Energy Company, 2009-2013</p> <p>Forecasting Analyst I MidAmerican Energy Company, 2008-2009</p> <p>Scheduler MidAmerican Energy Company, 2006-2008</p> <p>Buyer Briggs Corporation, 2004-2006</p> <p>Production Planning Assistant Briggs Corporation, 2001-2004</p> <p>Purchasing Assistant Briggs Corporation, 1998-2001</p> |
|--|---|

MidAmerican Energy Services, LLC (formerly MidAmerican Energy Company's Unregulated Retail Service division) has been an active supplier in deregulated markets since 1999.

MidAmerican satisfies the managerial qualifications in Part 451.340 with the experience of the following listed staff, in addition to other staff.

Jack Kelleher, President

Education:

University of Delaware, B.S., Accounting, 1984

Current Employment, Relevant Experience and Duties:

President, MidAmerican Energy Services, LLC, 2016-Present

Vice President, Unregulated Retail Services, MidAmerican Energy Company, 2001- 2015

Develop and communicate marketing and sales vision and value statement. Develop strategic and tactical plans, processes and procedures to assure the marketing and sales organization maintains strict compliance with all safety, environmental, legal, regulatory and financial requirements. Develop strategic and tactical business plans to ensure achievement of short and long term group goals and objectives. Develop business growth strategies as well as short and long-term business plans. Provide strategic leadership to the marketing and sales organization. Oversee market expansion opportunities either via new market entry or business acquisition.

Ensure adequate processes and procedures are in place for accurate accounting of monthly, quarterly and annual financial results. Oversee all margin strategies including pricing, message and profitability. Direct sales planning to include an analysis of competitive products and/or services, selling techniques, marketing legislation, sales budgets, pricing and distribution.

Perform administrative activities necessary for the effective management of the organization staff, including employee safety, selection and development of employees, salary administration, employee counseling and motivation.

Previous Work History:

Vice President, Sales, MidAmerican Energy Company, 2000-2001

Sales Manager, MidAmerican Energy Company, 1998-2000

Rollins Environmental Services, 1984-1997

Regional Sales Manager, Houston, TX

Regional Services Manager, San Jose, CA

Regional Services Manager, Philadelphia, PA

Manager, Business Planning and Procurement, Wilmington, DE

Manager, Services Group Finance, Wilmington, DE

Staff Accountant, Wilmington, DE

Vu Nguyen, Director, Energy Products

Education:

University of Iowa, M.B.A, 2001

University of Iowa, B.A. Accounting, 1996

Current Employment, Relevant Experience and Duties:

Director, Energy Products, MidAmerican Energy Services, LLC, 2016-Present

Director, Energy Products, MidAmerican Energy Company 2006-2015

Develop and manage energy risk management products based on market demand while stimulating increases in existing product profitability. Manage and optimize risks impacting customers and company. Charged with improving product management processes to leverage in-depth technical knowledge fulfilling customer needs and business requirements. Mitigate risk while catering to the needs of commercial, industrial, and residential customers. Direct full product lifecycles, from strategic planning to tactical execution. Direct Product Managers focused on delivering in-depth knowledge of new markets, customers, and risk factors. Provide comprehensive technical support to sales teams. Manage customer deals, risk, and pricing strategies.

Previous Work History:

Manager, Regulatory Affairs, MidAmerican Energy Company 2005-2006

Maintained full compliance to rules and regulations. Analyzed markets, identified risks, and discovered opportunities resulting from regulations in each jurisdiction. Analyzed, developed, and delivered testimony used to substantiate business-critical and consumer perspective.

Manager, Risk Control, MidAmerican Energy Company 2003-2005

Ensured all business units adhered to approved risk limits; enforced compliance standards. Improved risk reporting, deal tracking, position reporting, account payables/receivables, and Value at Risk reporting enterprise-wide by implementing high-impact solutions/systems.

Risk Manager, MidAmerican Energy Company 1999-2003

Built out risk management framework; implemented system for developing reports to better monitor risk activities of each business unit.

Natural Gas Transportation Representative, MidAmerican Energy Company 1998-1999

Successfully managed natural gas transportation portfolio.

Operations Analyst, Texas Utilities 1996-1998

Melinda Ruperto, Director, Unregulated Retail Trading

Education:

Drake University, M.B.A., 2002

Iowa State University, B.B.A. Accounting, 1988

Licenses/Certifications:

Certified Public Accountant, 1991

Current Employment, Relevant Experience and Duties:

Director – Unregulated Retail Trading, MidAmerican Energy Services, LLC, 2016-Present

Director – Unregulated Retail Trading, MidAmerican Energy Company, 2006-2015

Directs all energy trading transactions for the unregulated retail services division and assures compliance with company policies and procedures. Manages the execution of natural gas and electric physical and financial trading, risk monitoring of unregulated trading activities, operational management of energy portfolio and the development of new trading strategies and structures. Manages electric supply and capacity requirements; initiates electric costing and trading strategies, short and long term, for execution by electric trading. Transacts various financial instruments to secure and enhance company value, in accordance with risk management policies and procedures. Leads organization responsible for operational management of natural gas and electric energy portfolios including the scheduling, forecasting, balancing and settlement of customer requirements and energy purchased. Monitors electric and natural gas market trends, studies additional hedging techniques to minimize portfolio cost of goods sold and mitigates the risk of unregulated retail service portfolio positions.

Previous Work History:

Book Manager, MidAmerican Energy Company, 1999-2005

Risk Manager, MidAmerican Energy Company, 1998-1999

Senior Accountant, MidAmerican Energy Company, 1997-1998

Accountant, MidAmerican Energy Company, 1996-1997

Supervisor, Senior and Accountant, Brooks Lodden, 1988-1996

Brent Kuehl, Senior Electric Trader

Education:

Northwest Missouri State University B.S. Accounting, 1992

Current Employment, Relevant Experience and Duties:

Senior Electric Trader, MidAmerican Energy Services, LLC, 2016-Present

Senior Electric Trader, MidAmerican Energy Company, 2014-2016

Develops and manages appropriate power trading strategies within the company's value-at-risk limitations. Develops and manages the implementation of trading strategies relating to the unregulated retail services division and operating within company risk policy and procedures parameters. Trades power, capacity, renewable energy credits and derivative products in accordance with the company's risk management policies and procedures. Stays abreast of retail supply procedures, practices and regulations in existing and emerging deregulated retail markets. Analyzes the physical and financial positions including forecasted customer load requirements and purchases. Develops and maintains external relationships with trading counterparties. Monitors energy markets including hub and zonal energy prices, congestion, losses, capacity and renewable energy credits to provide market based pricing to energy products, manage risk and develop hedging strategies.

Previous Work History:

Senior Electric Trader, Cargill, 2002-2014

Day-ahead physical trading in the WSCC and the Eastern Interconnect

Electric Trader, Aquila Energy 1998-2002

Real time trading and day-ahead trading WSCC and Eastern Interconnect

Kansas City Board of Trade, 1992-1998

Floor Broker, 1995-1998

Audits and Investigations Department, 1992-1995

Sunny Jansen, Senior Energy Trader

Education:

Drake University, B.S. Actuarial Science, 1998

Current Employment, Relevant Experience and Duties:

Senior Energy Trader, MidAmerican Energy Services, LLC, 2016-Present

Senior Energy Trader, MidAmerican Energy Company, 2015-2016

Develops and manages appropriate power trading strategies within the company's value-at-risk limitations. Develops and manages the implementation of trading strategies relating to the unregulated retail services division and operating within company risk policy and procedures parameters. Trades power, capacity, renewable energy credits and derivative products in accordance with the company's risk management policies and procedures. Stays abreast of retail supply procedures, practices and regulations in existing and emerging deregulated retail markets. Analyzes the physical and financial positions including forecasted customer load requirements and purchases. Develops and maintains external relationships with trading counterparties. Monitors energy markets including hub and zonal energy prices, congestion, losses, capacity and renewable energy credits to provide market based pricing to energy products, manage risk and develop hedging strategies.

Manager, Electric Operations, MidAmerican Energy Company, 2013-2015

Manages the electric position reporting, profiling, forecasting, scheduling and balancing and settlement. Manages the position reporting of trading and hedging strategies, including energy procurement, derivatives hedging and capacity. Provides backup trading of power, capacity, renewable energy credits and derivative products in accordance with the company's risk management policies and procedures.

Supervisor, Electric Operations, MidAmerican Energy Company, 2008-2013

Supervises the electric position reporting, profiling, forecasting, scheduling and balancing and settlement. Provides backup trading of power, capacity, renewable energy credits and derivative products in accordance with the company's risk management policies and procedures.

Supervisor, Electric Forecasting, MidAmerican Energy Company, 2006-2008

Supervises the electric position reporting, profiling, forecasting, scheduling and balancing and settlement.

Profiling Analyst II, MidAmerican Energy Company, 2004-2006

Develop strategies and ideas to improve profile accuracy and efficiency in duties and use profile libraries, tools and software to improve profile accuracy. Assure the retail forecast accuracy while using customer usage data to create hourly profiles for electric retail pricing and electric retail load forecasting. Maintain class load profiles by monitoring EDC websites for changes and analyzing trends in aggregate usage data and time series. Work with Electric Products to create and maintain profiles used in pricing.

Profiling Analyst I, MidAmerican Energy Company, 2003-2004

Assure the retail forecast accuracy while using customer usage data to create hourly profiles for

electric retail pricing and electric retail load forecasting. Maintain class load profiles by monitoring EDC websites for changes and analyzing trends in aggregate usage data and time series.

Deb Kibby, Supervisor, Electric Operations

Education:

North Iowa Area Community College – AA General Business - 1998

Current Employment, Relevant Experience and Duties:

Supervisor, Electric Operations, MidAmerican Energy Services, LLC, 2016-present

Supervisor, Electric Operations, MidAmerican Energy Company, 2015-2016

Supervises the electric position reporting, profiling, forecasting, scheduling and balancing and settlement. Supervise the development and implementation of all processes, systems and system enhancements necessary to effectively profile, schedule, balance and settle and report electric trading and operation activities. Constantly evaluate processes and procedures for efficiency improvements and business automation opportunities.

Senior Forecasting Analyst, MidAmerican Energy Company, 2013-2015

Prepare short-term and long-term energy forecasts for unregulated retail customers. Monitor trends in customer usage on an aggregate level and adjust forecasts for economic and environmental trends. Model and forecast costs for use in budget planning and growth projections.

Forecasting Analyst II, MidAmerican Energy Company, 2009-2013

Prepare short-term and long-term energy forecasts for unregulated retail customers. Track the relationship between the long-term retail demand forecast and the forward supply portfolio. Monitor the forecasting accuracy and determine changes to the forecasting tools and parameters that will improve the accuracy of the forecast.

Forecasting Analyst I, MidAmerican Energy Company, 2008-2009

Schedule energy needs for unregulated retail customers. Maintain and troubleshoot software applications used to submit and track schedules. Investigate scheduling issues and analyze the impact to settlement. Prepare short-term and long-term energy forecasts for unregulated retail customers.

Scheduler, MidAmerican Energy Company, 2006-2008

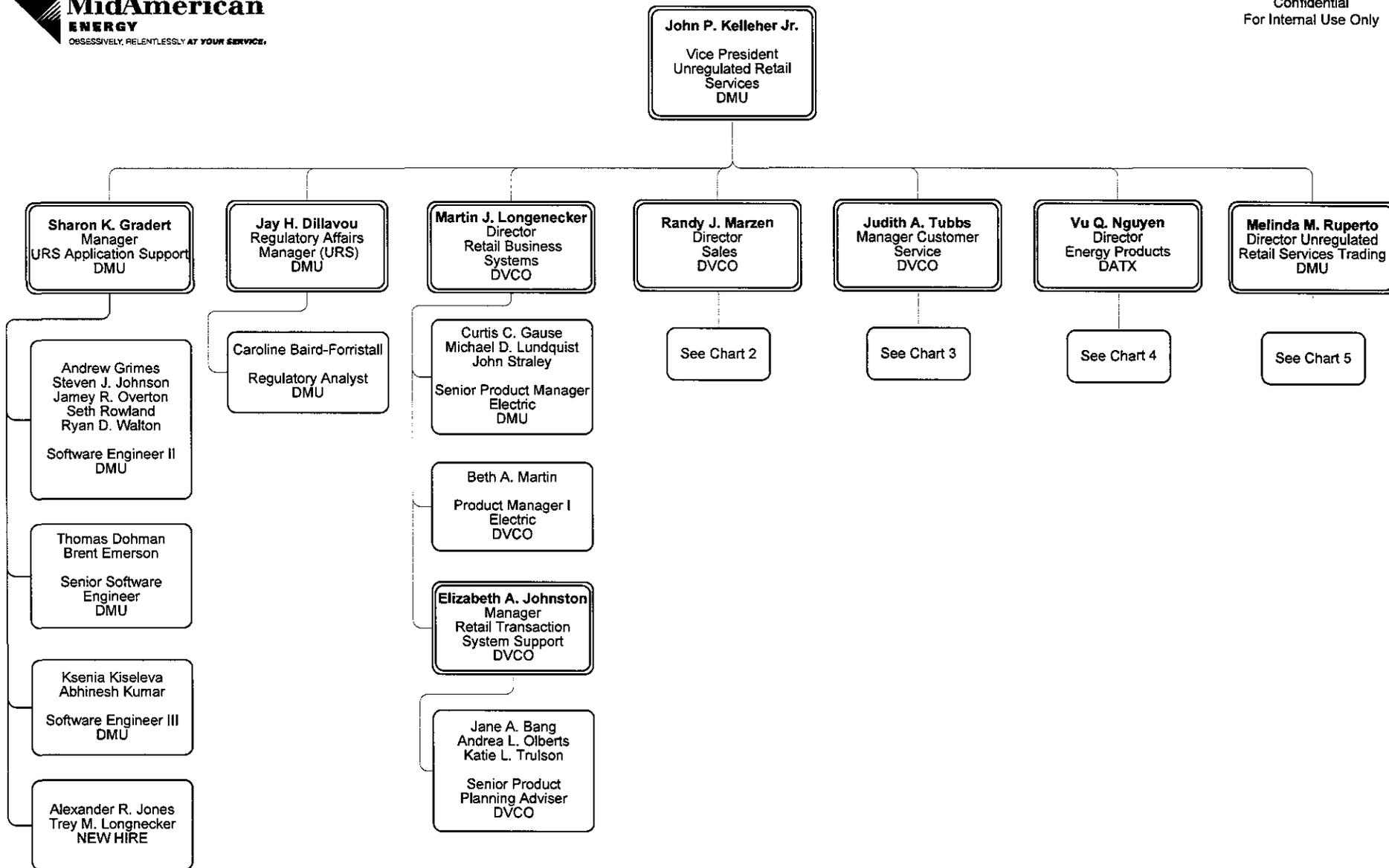
Schedule energy needs for unregulated retail customers. Maintain and troubleshoot software applications used to submit and track schedules. Investigate scheduling issues and analyze the impact to settlement.

Previous Work History:

Buyer, Briggs Corporation, 2004-2006

Production Planning Assistant, Briggs Corporation, 2001-2004

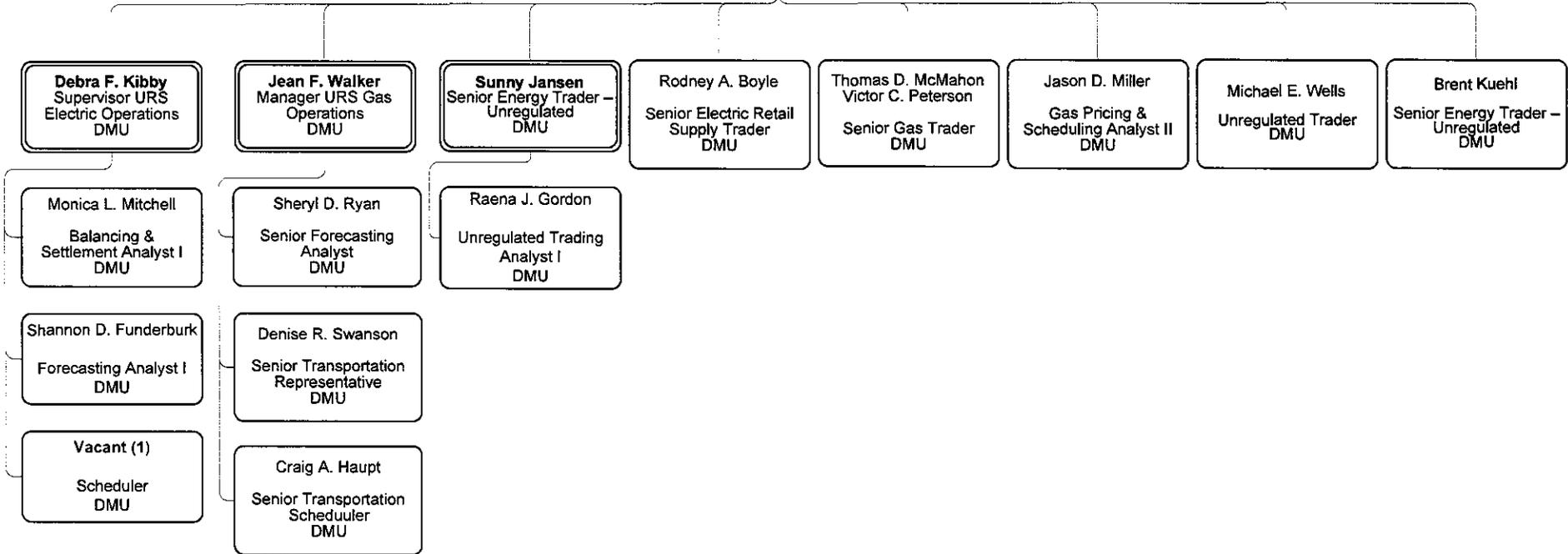
Purchasing Assistant, Briggs Corporation, 1998-2001





Confidential
For Internal Use Only

Melinda M. Ruperto
Director Unregulated
Retail Services Trading
DMU



Payment Bond

Bond No. 70NGP183887

WITNESSETH: This Surety Bond is given by MidAmerican Energy Services, LLC, 666 Grand Avenue, Suite 500, Des Moines, Iowa 50309-2580 as Principal, and National Indemnity Company, 3024 Hamey Street, Omaha, Nebraska, 68131-3580, as Surety, as jointly and severally bound unto Ameren Illinois Company, as Obligee, in the amount of [REDACTED], for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal, has filed an application with the Illinois Commerce Commission for a certificate to operate as an alternative retail electric supplier ("ARES") in the State of Illinois as provided by the Illinois Public Utilities Act ("Act") and the applicable rules of the Illinois Commerce Commission.

WHEREAS, the Principal, as a condition for obtaining a certificate to provide single billing services as an ARES in the State of Illinois, has agreed to reimburse obligations of Principal to the utility under single billing tariffs adapted pursuant to Section 16-118(b) of the Illinois Public Utilities Act.

NOW, THEREFORE, if the Principal fully and faithfully perform all duties and obligations of the Principal as a ARES provider of Single Billing Services, then this obligation to be void; otherwise, this obligation shall remain in full force and effect.

This bond is subject to the following terms, limitations and conditions:

1. Notwithstanding anything herein to the contrary, the term of this bond shall become effective commencing 7/1/2015 and shall be continuous with automatic renewals until cancelled.
2. Obligee shall apply any amounts paid on this bond against the amounts Principal's retail customers are owed by the Principal, in accordance with an Order of the Illinois Commerce Commission or a court of competent jurisdiction that finds Principal owes such amounts to Principal's customers.
3. The maximum amount of the liability of Surety by virtue of this obligation will be not more than [REDACTED]. In no event shall the bond amount be cumulative from year to year, or exceed the amount so stated above.
4. This bond is binding on Surety and its heirs, executors, administrators, successors, assigns, or other legal representatives.

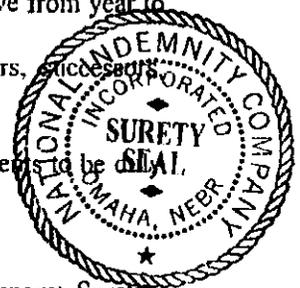
In witness therefore, said Principal and said Surety have caused these presents to be signed and sealed this 11th day of June, 2015.

MidAmerican Energy Services, LLC, Principal

National Indemnity Company, Surety

By: J. P. Kelleher
Jack P. Kelleher

By: Everett Anderson
Everett Anderson, Attorney-in-Fact



POWER-OF-ATTORNEY
NATIONAL INDEMNITY COMPANY

3024 HARNEY STREET
OMAHA, NEBRASKA 68131
(402) 916-3000

Attachment 26:
Single Billing Services
Creditworthiness
70NGP183887

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Authority is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Authority specifies THE AUTHORITY OF THE ATTORNEY-IN-FACT and THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint Everett Anderson in the City of Omaha County of Douglas State of Nebraska its true and lawful attorney-in-fact, at Omaha in the State of Nebraska to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgment and execution of any such document by the said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 6th day of August, 2014:

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Senior Vice President this 11th day of June, 2015.

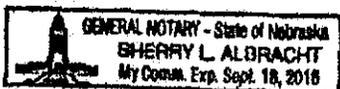


NATIONAL INDEMNITY COMPANY

BY Philip M. Wolf
(Name) Philip M. Wolf
(Title) Senior Vice President

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.:

On this 11th day of June, 2015, before me, a Notary Public, personally appeared Philip M. Wolf, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Senior Vice President of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Sherry L. Albracht
Notary Public, Nebraska

- 1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
- 2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

This Power Can Only Be Used In The State of ILLINOIS
This Power Can Only Be Used For The Following Outages AMEREN ILLINOIS COMPANY
Principal or case reference: MIDAMERICAN ENERGY SERVICES, LLC

Payment Bond

Bond No. 70NGP183888

WITNESSETH: This Surety Bond is given by MidAmerican Energy Services, LLC, 666 Grand Avenue, Suite 500, Des Moines, Iowa 50309-2580 as Principal, and National Indemnity Company, 3024 Harney Street, Omaha, Nebraska, 68131-3580, as Surety, as jointly and severally bound unto Commonwealth Edison Company, as Obligee, in the amount of [REDACTED], for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal, has filed an application with the Illinois Commerce Commission for a certificate to operate as an alternative retail electric supplier ("ARES") in the State of Illinois as provided by the Illinois Public Utilities Act ("Act") and the applicable rules of the Illinois Commerce Commission.

WHEREAS, the Principal, as a condition for obtaining a certificate to provide single billing services as an ARES in the State of Illinois, has agreed to reimburse obligations of Principal to the utility under single billing tariffs adapted pursuant to Section 16-118(b) of the Illinois Public Utilities Act.

NOW, THEREFORE, if the Principal fully and faithfully perform all duties and obligations of the Principal as a ARES provider of Single Billing Services, then this obligation to be void; otherwise, this obligation shall remain in full force and effect.

This bond is subject to the following terms, limitations and conditions:

1. Notwithstanding anything herein to the contrary, the term of this bond shall become effective commencing 7/1/2015 and shall be continuous with automatic renewals until cancelled.
2. Obligee shall apply any amounts paid on this bond against the amounts Principal's retail customers are owed by the Principal, in accordance with an Order of the Illinois Commerce Commission or a court of competent jurisdiction that finds Principal owes such amounts to Principal's customers.
3. The maximum amount of the liability of Surety by virtue of this obligation will be not more than [REDACTED]. In no event shall the bond amount be cumulative from year to year, or exceed the amount so stated above.
4. This bond is binding on Surety and its heirs, executors, administrators, successors, assigns, or other legal representatives.

In witness therefore, said Principal and said Surety have caused these presents to be signed and sealed this 11th day of June, 2015.



MidAmerican Energy Services, LLC, Principal

National Indemnity Company, Surety

By: J. P. Kelleher
Jack P. Kelleher

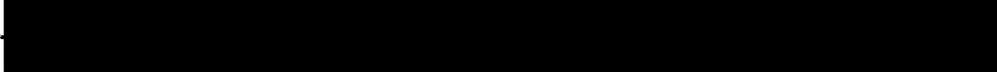
By: Everett Anderson
Everett Anderson, Attorney-in-Fact

POWER-OF-ATTORNEY
NATIONAL INDEMNITY COMPANY

3024 HARNEY STREET
OMAHA, NEBRASKA 68131
(402) 916-3000

Attachment 26:
Single Billing Services
Creditworthiness
70NGP183888

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Attorney specifies THE AUTHORITY OF THE ATTORNEY-IN-FACT and THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:



NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint Everett Anderson in the City of Omaha County of Douglas State of Nebraska its true and lawful attorney-in-fact, at Omaha in the State of Nebraska to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 6th day of August, 2014:

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Senior Vice President this 11th day of June, 2015.

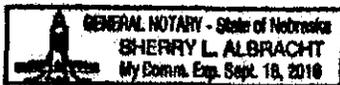


NATIONAL INDEMNITY COMPANY

BY Phillip M. Wolf
(Name) Phillip M. Wolf
(Title) Senior Vice President

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.:

On this 11th day of June, 2015, before me, a Notary Public, personally appeared Phillip M. Wolf, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Senior Vice President of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Sherry L. Albracht
Notary Public, Nebraska

- 1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
- 2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

This Power Can Only Be Used In The State of ILLINOIS
This Power Can Only Be Used For The Following Outage COMPANIES: WEA/TE EDISON COMPANY
Principal or case reference MIDAMERICAN ENERGY SERVICES, LLC