



Large Commercial Gas Customer Choice Contract

BIZRESCUELOCK 12

501 Mcf or greater

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Michigan's program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Contract at any time as allowed in the BizRescueLock 12 Program Rules.

Service & Term: XOOM Energy Michigan, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The term of this Contract will begin with your first bill issued by Consumers Energy on behalf of XOOM following your confirmation into the BizRescueLock 12 program and will continue for 12 months.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and Consumers Energy. In addition to an email confirmation, a Confirmation Letter, which will include a hard copy of this Contract, will be mailed to you within 7 days of signing your contract.

Local Utility Services: XOOM is an alternative gas supplier of natural gas and is not affiliated with Consumers Energy. Consumers Energy will continue to deliver your gas, read your meter, make necessary repairs, and send you a bill. Consumers Energy will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of Consumers Energy and Consumers Energy will not be liable for any of XOOM Energy's acts, omissions, or representations.

Price: Your rate for gas purchases will be a fixed price of \$3.9950 per Mcf plus taxes if applicable. You will continue to be responsible for all charges assessed and billed by Consumers Energy for all services it provides, including customer charges, distribution, fees or taxes specifically associated with services it continues to provide during the term of this Contract.

Continuation Notice: No later than sixty (60) days prior to the end of the term, XOOM will send you a notice describing additional service plan for your consideration, in the event XOOM elects to continue this Contract. If you decide not to choose a new service plan upon the expiration of the term, the price for gas provided under this Contract will become a basic rate plan described in your continuation notice which will continue month-to-month cancellable at any time without penalty by either you or XOOM. XOOM reserves the right, with fifteen (15) days' written notice, to amend this Contract to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Contract.

Termination: You may cancel this Contract with XOOM at any time within fourteen (14) days of



your signing this Contract ("Cancellation Period") without penalty or cancellation fee by calling XOOM Energy Michigan at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

If you cancel this contract and choose to switch to another supplier, the utility may charge you a \$10 switching fee. If you switch back to the utility for gas service, you must remain with the utility for twelve (12) months.

Moving:When moving to an address within Consumers Energy's service territory, XOOM will make every effort to transfer your services to your new address provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside Consumers Energy service territory, or a territory not serviced by XOOM, this Contract will automatically terminate at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Contract and a termination fee may apply in accordance with its terms.

Early Termination Fee:You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase gas in advance of usage in amounts needed to cover the full term of this Contract. You have the right to terminate this Contract at any time. During the first 14 days you can terminate without any cost to you unless you waive this cancellation right. If you cancel this Contract after 14 days, you will be responsible for paying an early termination fee ("Early Termination Fee") that will be the greater of \$500 or the amount of gas you failed to consume during the remainder of your Term, calculated on the basis of your previous consumption, multiplied by the excess, if any, between your Fixed Price and the price XOOM can sell such gas for at the time of termination. The Early Termination Fee is not intended as a penalty, but simply to offset the cost of selling the unused portion of your gas to others and related expenses.

Customer Service, Dispute Resolution:If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at <http://xoomenergy.com>; by sending a letter to: XOOM Energy Michigan, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your Consumers Energy bill, please contact Consumers Energy directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a resolution cannot be reached with Consumers Energy or with XOOM, you may contact the Michigan Public Service Commission for help, toll free, at 1-800-292-9555 (within Michigan) or 1-517-241-6180 (outside of Michigan).

Assignment:This Contract or any XOOM obligations under this Contract are assignable by XOOM to a Michigan licensed Alternative Gas Supplier.

Service Complaints:For service problems you should contact Consumers Energy by calling: Consumers Energy Gas at 800.477.5050. IN THE EVENT OF A GAS-RELATED EMERGENCY, SUCH AS A GAS LEAK, PLEASE VACATE THE AREA BY A SAFE DISTANCE



AND CALL CONSUMERS ENERGY or 911.

Authorization/Representation/Letter of Agency:By entering into this Contract, you authorize XOOM to act on your behalf under Consumers Energy's tariffs in accordance with the rules and regulations of the Michigan Public Service Commission and agree to the following statement: **I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this Contract, I am switching the gas Supplier for this account to XOOM. I understand that gas purchased for this account by XOOM will be delivered through Consumer Energy's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 14 days after today to cancel this contract for any reason through written or verbal notification to XOOM.I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be \$650. This termination fee is subject to change as your usage and the market price of gas fluctuate.** You agree to authorize Consumers Energy to release all information relating to your historical and current gas usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Contract.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Contract if your usage of gas changes substantially or if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented or prohibited from carrying out the terms of this Contract.

Entire Contract:This Contract constitutes the entire contract and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral contracts and representations made with respect to the subject matter.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Michigan without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays.

