Gas Facts Label

Supplier:	CenterPoint Energy Services, Inc. (CenterPoint)
Supply Service:	Natural Gas – Residential and Small Commercial
Utility:	Consumers Energy
Plan Name:	Fixed Rate 12
Plan Type:	Fixed Price
Price (Rate):	Your price is $2.8500 per Mcf. This rate will remain the same for the duration of the Initial Contract Term and will not fluctuate with different levels of usage.
Early Termination Fee:	$0.00
Initial Contract Term:	First available billing cycle after successful enrollment or rate change through 12 billing months.
Plan Start Date:	For new enrollments, you will begin billing on the plan in approximately one to two billing cycles once your enrollment is accepted by CenterPoint and the Utility. For current customers, you will begin billing on the plan on the first available billing cycle following rate change confirmation with your utility.

CenterPoint Energy Services, Inc., License U-16527 is an independent seller of natural gas services, licensed as an alternative gas supplier by the Michigan Public Service Commission (MPSC), and does not represent or act on behalf of any utility, governmental bodies, or consumer groups.

Switching to CenterPoint will not impact the customer's natural gas service reliability. The utility remains responsible for the delivery of natural gas to the customer's premise and will continue to respond to any service calls and emergencies.

General Terms and Conditions (v. 2016-08-16)

This Gas Customer Choice Contract ("Contract") explains the terms and conditions that govern your purchase of residential or small commercial (500 Mcf or less annually) natural gas service from CenterPoint Energy Services, Inc. ("Supplier" or "CenterPoint"). CenterPoint (License U-16527) is licensed as an Alternative Gas Supplier ("AGS") by the Michigan Public Service Commission ("MPSC"). Your Contract with CenterPoint for natural gas service includes terms and conditions, your Gas Facts Label ("GFL") and your Confirmation Letter. By accepting natural gas service from CenterPoint, you have agreed to be bound by the terms of this Contract.

This Contract is for the supply of natural gas and does not include natural gas delivery service, which will be provided by your utility. You will receive one bill from your utility that will include CenterPoint's charges for the supply of natural gas and your utility's charges for natural gas delivery service, customer charges, all other applicable charges and taxes. The obligation of CenterPoint to sell and schedule natural gas for delivery to you and the obligation of you to purchase natural gas from CenterPoint is contingent upon (a) your eligibility to purchase natural gas from an AGS, as determined by your utility, (b) the accuracy and completeness of information provided by you, and c) the successfully completed enrollment for natural gas service with CenterPoint.

1. CONTACT INFORMATION: CenterPoint Customer Service Agents are available Monday through Friday, 7AM to 7PM CT at 1-888-200-3788 (TOLL FREE), 1-877-391-6606 (FAX). Email CenterPoint at CustomerChoice@CenterPointEnergy.com or write to CenterPoint Energy Services, Attn: Retail Choice at PO BOX 1336, Houston, TX 77251-1336. You may view other CenterPoint products and services online at www.CenterPointEnergyRetail.com.

To report service outages, please call the utility that provides distribution services to your residence or business:

- Consumers Energy Company: 1-800-477-5050
- DTE Gas Company: 1-800-477-4747
- Michigan Gas Utilities – MGU: 1-800-401-6402
- SEMCO Energy: 1-800-624-2019

2. TYPE OF PRODUCT: Your natural gas plan is classified as a Fixed Price product, a Managed Price product, an Index Price product, or a Variable Price product as indicated on your GFL. In addition to the Price described in your GFL or Confirmation Letter, you agree to pay all applicable taxes, fees and charges described below in Section 3 (Pricing and Fees). Your service under this Contract will begin on the first available billing cycle after successful enrollment with CenterPoint and will continue from that date for the term of your Contract.

3. PRICING AND FEES: Your monthly natural gas bill will be calculated by multiplying the price of natural gas per usage unit (e.g. Therm, Ccf, Mcf) by the amount of natural gas used during the billing cycle, as measured or estimated by your utility. The price is for supply charges only and does not include, and you are required to pay, your utility's delivery service charges, customer charges, all other applicable charges and taxes. For the term of this Contract, you agree to pay all amounts that are charged by CenterPoint consistent with this Contract. We may charge a fee for early cancellation of your Contract (Early Termination Fee). Such Early Termination Fee will be set forth in your GFL. If you change your natural gas supplier more than once during a 12 month period, your utility may apply a $10 switching fee. If you return to your utility after switching to an AGS, you may or may not be served under the same rates, and will be

required to stay with the utility for 12 months.

For Fixed Price products, the rate will remain the same for the duration of the Initial Term indicated in the GFL and the rate charged will not fluctuate with different usage levels. Following the Initial Term, your service will continue on a Variable Price month-to-month plan as described in this General Terms and Conditions.

For Variable Price products, the customer's service will be provided for or continue on a month-to-month basis, cancellable at any time without penalty. The rate may remain the same or may change based on CenterPoint 's assessment of gas supply costs including, but not limited to, applicable market conditions, historical costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If CenterPoint purchases gas at $5.00 per Mcf and creates an adder of $0.99 per Mcf (based on factors similar to the factors identified above), then the cost to you would be $5.99 per Mcf. If the adder is $1.99 per Mcf, then the cost to you would be $6.99 per Mcf. The rate indicated on your Confirmation Letter is the rate at the time your Confirmation Letter is created and may or may not be the monthly rate you pay based on your service start dates on the Variable Price.

For Index Price products, the rate for the Initial Term is based on the index specified in the GFL price plus the fixed adder listed in the GFL. CenterPoint shall determine the date, each month, for which the index shall be used to calculate your Index Price. For example, if the Index used is NYMEX and the NYMEX priced on the date used to determine monthly pricing is $4.00/MCF, and the Fixed Adder is $1.00 per MCF, then the Index Price will be $5.00/Mcf.

For Managed Price products, the rate may remain the same or may change during the Initial Term indicated in the GFL. The rate is based on CenterPoint's assessment of gas supply costs including, but not limited to, applicable gas hedges, market conditions, historical costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If CenterPoint purchases gas at $3.50 per Mcf and creates an adder of $0.70 per Mcf (based on factors similar to the factors identified above), then the cost to you would be $4.20 per Mcf. If the adder is $1.00 per Mcf, then the cost to you would be $4.50 per Mcf. The rate indicated on your Confirmation Letter is the rate at the time your Confirmation Letter is created and may or may not be the monthly rate you pay based on your service start dates on the Managed Price.

The price and adders used in this section are for example only, and do not necessarily reflect the actual purchase price and/or actual adder during the term of your contract.

4. BILLING AND PAYMENT: Bills you receive from your utility for natural gas delivery charges will also include CenterPoint's charges, and you will remit payment for CenterPoint's charges directly to your utility. Billing by and payment to your utility shall be subject to your utility's applicable rules. Failure to pay the natural gas utility charges may result in the customer being disconnected in accordance with the applicable natural gas utility tariff. CenterPoint early termination fees will be billed to you directly by CenterPoint.

5. CONTRACT TERM AND CONTINUATION: The term of this Contract and the price for natural gas for the term of this Contract are set forth in your GFL or Confirmation Letter. For new CenterPoint customers, your service under this Contract will begin on the first available billing month, as set by your utility, after successful enrollment with CenterPoint and will continue from that date for the term of your Contract. For existing CenterPoint customers, your service under this Contract will begin on the first available billing month following the utility's acceptance of the price plan change. For fixed-term products, CenterPoint will provide a 60 day written notice prior to contract expiration. For all products, unless

you authorize a new contract with CenterPoint or your service with CenterPoint is terminated, at the expiration of your Contract your natural gas service will continue with CenterPoint on a Variable Price month-to-month product, cancellable at any time without penalty. Contract expiration notices are not applicable for month-to-month variable rate products.

6. TERMINATION BY CUSTOMERS: If you terminate your Contract before the end of your contract term, you agree to pay the Early Termination Fee, if applicable. You have the right to terminate your Contract without penalty if you move outside of CenterPoint's service area or into an area where CenterPoint charges a different price. You may terminate this Contract at any time, in writing or by calling 1-888-200-3788. Your termination will be effective on the next applicable meter read date. There is no early termination fee for month-to-month customers. If you cancel this Contract before the end of the term, we reserve the right to deny you subsequent enrollment in any CenterPoint supply service. After providing notice of termination of your Contract, your utility will perform a final meter read. You will be responsible for all charges incurred through the date your utility performs the final meter read. CenterPoint's obligations will end after the final meter read when CenterPoint is no longer designated as your AGS. Termination of your Contract does not excuse your obligation to pay outstanding balances or the Early Termination Fee set forth in the applicable GFL.

7. TERMINATION BY CENTERPOINT: CenterPoint may terminate this Contract upon 45 days written notice if we are no longer able to serve you as a result of a change in law or other act beyond our reasonable control. If you have a fixed-term product, CenterPoint may also terminate this Contract upon 45 days written notice, effective at the end of the then-current term. If you have a month-to-month product, CenterPoint may terminate this Contract at any time by providing 45 days written notice. Termination will be effective on the next applicable meter read date. Upon termination by CenterPoint, you will be returned to your utility's standard offer service or you may choose another AGS. If this Contract is terminated for non-payment, you will be responsible for any applicable Early Termination Fee. This Contract automatically terminates if (a) the requested service location is not served by the incumbent natural gas company; (b) the customer moves outside the incumbent natural gas company service area or to an area not served by CenterPoint; or (c) CenterPoint returns the customer to the customer's incumbent natural gas company's sales service, provided that CenterPoint is permitted to terminate this Contract under the terms and condition of this Contract. The effective date of termination for any of the above reasons will occur on the next meter read date following expiration of the applicable notice period, at which time you will be returned to your utility for natural gas service. If this Contract is terminated, you will be responsible for payment of all natural gas and services received up to and including the effective date of termination, as well as any charges assessed by your utility. CenterPoint may also charge an Early Termination Fee if this Contract is terminated because of a breach of this Contract by you, or if you provide any false, inaccurate, or misleading information.

8. RIGHTS OF RECISSION OR CANCELLATION: CenterPoint will send you a confirmation letter within 7 days of today to confirm your decision to enroll with CenterPoint. All residential and small commercial customers have a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. Cancellations shall be by written or verbal notification to CenterPoint.

9. CHANGES TO CONTRACT: CenterPoint can make changes, at any time, to any term or condition in this Contract, other than the term length or the rate of a fixed-rate product. We will notify you in writing 45 days prior to any material change to this Contract. The change will take effect on the effective date stated in that notice, if you do not terminate the Contract before that stated effective date. You will be responsible for any unpaid balance as of the termination date.

10. AUTHORIZATION FOR RELEASE OF INFORMATION: You authorize CenterPoint to obtain account information

that we may need to provide natural gas service to you, including but not limited to your usage history, rate class, meter reading data, account number, address, phone and whether you are on a budget billing plan. We will not give or sell your personal information to any third-party without your consent, unless required to do so by law.

11. CUSTOMER REPRESENTATIONS: You represent and warrant that at the time of enrollment you do not have any outstanding, non- disputed charges with your utility, and that the information you provided during the enrollment process is complete, accurate, and verifiable.

12. DISCLAIMER OF WARRANTIES: THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REPRESENTATION, WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS CONTRACT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CENTERPOINT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. FORCE MAJEURE: You agree that certain causes and events outside of CenterPoint's control (Force Majeure Events), including but not limited to acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, and/or required maintenance work, Force Majeure Events occurring with respect to your natural gas utility or other third party systems or assets may result in interruptions in service and CenterPoint will not be liable for any such interruptions.

14. LIMITATIONS OF LIABILITY: You acknowledge that CenterPoint does not own or control any of the transmission or distribution facilities used to deliver natural gas to you, and accordingly that CenterPoint shall have no liability on account of any acts or omissions related thereto or for any interruption or failure to deliver natural gas arising therefrom. Any liabilities of CenterPoint that are not excused by reason of Force Majeure Events or otherwise will be limited to direct actual damages only and that neither CenterPoint nor you are liable to the other for consequential, special, incidental, punitive, exemplary, or indirect damages.

15. MISCELLANEOUS: Your Contract with CenterPoint will be interpreted in accordance with the laws of the State of Michigan, without giving effect to principles of conflicts of laws. Subject to regulatory requirements, CenterPoint may assign this Contract without your consent to a Michigan licensed AGS. You may not assign this Contract, in whole or in part, or any of your rights or obligations hereunder. Your Contract constitutes the entire agreement between you and CenterPoint and supersedes all prior or contemporaneous communications, understandings, and agreements between you and CenterPoint related to the supply of residential retail natural gas service to you. This Contract is for the sole and exclusive benefit of you and CenterPoint, and nothing in this Contract will create, or be construed as creating, any express or implied rights in any person or entity other than you and CenterPoint.

If you have any questions, concerns or complaints, please contact CenterPoint by U.S. mail, facsimile, email or telephone using the contact information provided in Section 1 of this Contract. If your complaint is not resolved after you have called CenterPoint, or for general utility information, residential and business customers may contact the Michigan Public Service Commission (MPSC) by phone at 1-800-292-9555, online at www.michigan.gov.mpsc, or by writing to MPSC Customer Intake Center, P.O. Box 30221, Lansing, MI 48909.

Signature & Location

Service Name (exactly as it appears on your bill)	Service Address (street, city, state, zip)	Gas Account / POD #	Meter #

FOR RESIDENTIAL CUSTOMERS

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 Natural Gas Supplier for this account to CenterPoint. I understand that gas purchased for this account by CenterPoint will be delivered through my Utility's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 30 days after today to cancel this contract for any reason through written or verbal notification to CenterPoint.

FOR SMALL COMMERCIAL CUSTOMERS

I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this Contract, I am switching the Natural Gas Supplier for this commercial account(s) to CenterPoint. I understand that gas purchased for this commercial account(s) by CenterPoint will be delivered through my Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30 days after today to cancel this contract for any reason through written or verbal notification to CenterPoint.

Account Holder or Legally Authorized Person
Signature / Voice ID / Electronic Verification #

Date

If legally authorized, what is your relationship to the account holder?