



# Michigan Gas Choice Customer Contract

## Large Commercial

This Michigan Gas Choice Customer Contract ("Contract") is entered into by and between Symmetry Energy Solutions, LLC ("Seller" or "Symmetry"), and the "Buyer" identified in the Contract Summary below.

Seller agrees to supply and sell to Buyer at the Delivery Point and Buyer agrees to purchase and pay for natural gas, all in accordance with the definitions, terms and conditions of the Contract Summary set forth hereunder, the General Terms and Conditions ("GT&C" or "Terms and Conditions"), Exhibit "A", and any other exhibits attached hereto; all of which together comprise this Contract.

### **Buyer Information**

Buyer (Company Name):	FSI Inc.
Parent Company (if any):	FSI Inc.
Street Address, City, State, Zip:	2651 Kirking Ct, Portage, WI 53901
Mail Address, City, State, Zip:	2651 Kirking Ct, Portage, WI 53901

*Specific facility locations and service addresses included on Contract are listed in Exhibit "A"*

### **Contract Facts**

Contract Date:	03/24/2023	Utility / LDC:	Consumers Energy
Product Type:	Fixed	Delivery Point:	CMS CG
Contract Price:	\$4.7500 per Mcf	Service Level:	Primary
Initial Term:	24 months starting 05/01/2023		

*Tolerance: All products are full requirements with 100% swing tolerance and fully inclusive of all fees.*

*Rate Conversion: During the Initial Term for Managed Price, Index Price or Variable Price products, Buyer may execute a one-time conversion to a Fixed Priced product at a contract price and term determined by Symmetry. This one-time conversion applies to all natural gas accounts in Exhibit A. The conversion will require Buyer to sign a new contract with a term end date no earlier than the end date for the Initial Term of the Contract.*

### **Notices**

	<b>Seller</b>	<b>Buyer</b>
Name:	Symmetry Energy Solutions, LLC	FSI Inc.
Address:	PO Box 802467 Houston, TX 77280	2651 Kirking Ct Portage, WI 53901
Phone:	888-200-3788	(608) 742-2893
Email:	ChoiceSalesDesk@SymmetryEnergy.com	marty@bleedblue.net
Attn:	Choice Sales Desk	Marty Krueger

*All notices provided for in this Agreement shall be in writing (with the limited exception as contained in the 14 day cancelation period, which may be made verbally) and directed to the address of Seller or Buyer as set forth above, or at*



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*such other address as Seller or Buyer shall designate in writing from time to time and shall be made by delivery, by registered U.S. Mail, by facsimile, by email, or by some other means specifically agreed to by the parties.*

### **Payments & Invoices**

Payments are to be remitted to your Utility. See your utility bill for payment information.



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## Contract Agreement

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 Symmetry. I understand that gas purchased for this commercial account(s) by Symmetry 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 14 days after today to cancel this contract for any reason through written or verbal notification to Symmetry. I may waive this right of cancellation by affirmatively agreeing to the waiver on this 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 \$1200.00 per meter. This termination fee is subject to change as your usage and the market price of gas fluctuate.

### Seller

Symmetry Energy Solutions, LLC

Authorized  
Signature:

Printed  
Name:

Title:

Date:

### Buyer

FSI Inc.

Authorized  
Signature:

Printed Name: Marty Krueger

Title: Director of Operations

Date: 3/24/2023

## Rescission Waiver

I acknowledge that I have 14 days to cancel this Agreement without penalty. By signing here, I wish to waive this right of cancellation and request immediate termination with Symmetry Energy Solutions

Authorized Signature

3/24/2023

Date

*A photocopy/facsimile of this Contract (being a photographic copy of the signature) shall be deemed to be equivalent of the original hereof and shall be used as a duplicate original.*



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## Exhibit "A" – Facility & Service Locations

Customer:	FSI Inc.
DUNS:	
Utility / LDC:	Consumers Energy
Contract Date:	2023-03-24

Consolidated Billing Company Name:	FSI Inc.
Consolidated Billing Address for all Locations:	2651 Kirking Ct, Portage, WI 53901

#	Location Name	POD Number	Meter #	Service Address	Billing Address
1	Charlotte Burgers Inc	0000004748023		524 Lansing St, Charlotte, MI 48813	
2	Ionia Burgers Inc	0000003831547		2530 S State Rd, Ionia, MI 48846	
3	Westland Burgers Inc	0000003539314		6500 N Newburgh Rd, Westland, MI 48185	
4	S & L Properties Hastings LLC	0000004866302		1600 W Green St, Hastings, MI 49058	



# Michigan Gas Choice Customer Contract Large Commercial

## General Terms and Conditions (v. 2020-07-06)

These Terms and Conditions ("Terms and Conditions") shall be read together with the Gas Choice Customer Contract – Large Commercial (> 500 Mcf) and any exhibits thereto (collectively, the "Contract") and explain the terms and conditions that govern your purchase of commercial natural gas service from Symmetry Energy Solutions, LLC ("Seller" or "Symmetry"). Symmetry is licensed as an Alternative Gas Supplier ("AGS") by the Michigan Public Service Commission ("MPSC"). Your Contract with Symmetry for natural gas service includes these terms and conditions. By accepting natural gas service from Symmetry, you have agreed to be bound by the terms of your Contract.

In these Terms and Conditions, "Buyer", "Customer", "you", "I" and "your" mean the account holder who completes and signs your Contract or a person expressly authorized to do so by the account holder. "Premises" mean the address specified in your Contract, and any future addresses that the account holder may move to during the term of your Contract, which are located in Michigan and to which Symmetry has the ability and capacity to supply gas. If you move to a new location other than the Premises, you agree to notify Symmetry as soon as possible prior to any such move, in order to determine whether such new location is served by Symmetry or whether other arrangements must be made.

Your Contract is for the supply of natural gas. This 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 (i) Symmetry's charges for the supply of natural gas and (ii) your utility's charges for natural gas delivery service. The obligation of Symmetry to sell and schedule natural gas for delivery to you and your obligation to purchase natural gas from Symmetry is contingent upon (a) your eligibility and successful enrollment, as determined by your utility, to take supply from an AGS, and (b) the accuracy and completeness of information provided by you during the enrollment process.

**1. CONTACT INFORMATION:** Symmetry Customer Service Agents are available Monday through Friday, 7AM to 7PM CST at 1-888-200-3788 (TOLL FREE), 1-877-391-6606 (FAX). Email Symmetry at [ChoiceSalesDesk@SymmetryEnergy.com](mailto:ChoiceSalesDesk@SymmetryEnergy.com) or write to "Symmetry Energy Solutions - Retail Choice" at PO Box 802467, Houston, TX 77280. You may view other Symmetry products and services online at [SymmetryEnergy.com/choice](http://SymmetryEnergy.com/choice).

To report service outages, please call the utility that provides distribution services to your 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. 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. Your price under this Contract does not include, and you are required to pay, your utility's delivery service charges, customer charges, and all other applicable charges and taxes. For the term of this Contract, you agree to pay all amounts that are charged by Symmetry consistent with this Contract. We may charge a fee for early cancellation of your Contract ("Early Termination Fee"). Such Early Termination Fee is set forth in Section 5, "Early Termination By Customers".

**3. BILLING AND PAYMENT:** Bills you receive from your utility for natural gas delivery charges will also include Symmetry's charges pursuant to this Contract, and you will remit payment for Symmetry's charges directly to your utility.



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Your utility will determine the rules governing your billing and payment. Failure to pay the natural gas utility charges may result in disconnection of your natural gas service in accordance with the applicable natural gas utility tariff. Symmetry early termination fees will be billed to you directly by Symmetry. You have the right to request up to twenty-four months of your payment history for services rendered by an AGS without any charge to you.

**4. CONTRACT TERM AND CONTINUATION:** The Initial Term of your Contract is indicated in the "Contract Facts" section on the first page of the Gas Choice Customer Contract. Symmetry may deny enrollment for any reason. Service under this Contract will begin on your meter read date, no earlier than the start of the Initial Term, as determined by your Utility. A delay in the start of service may occur for reasons beyond Symmetry's control, such as a delay by the Customer's Gas Utility in providing Symmetry with requested information or in processing your Contract. You agree that you will not purchase natural gas for the Premises identified on Exhibit A from any other supplier (including any Gas Utility) during the Initial Term of your Contract. For fixed-term products, Symmetry will provide a 60 day written notice prior to contract expiration. Unless you authorize a new contract with Symmetry or your service with Symmetry is terminated, at the expiration of your Contract your natural gas service will continue with Symmetry on a market-based month-to-month variable rate, cancellable at any time without penalty. This market-based month-to-month variable rate may remain the same or may change based on Symmetry's assessment of gas supply costs including, but not limited to, applicable market conditions, risk factors, historical costs, actual 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 Symmetry 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.

**5. EARLY TERMINATION BY CUSTOMERS:** If Buyer is under a fixed-term Contract and terminates the Contract before the end of the Contract term, Buyer agrees to pay the Early Termination Fee. The Early Termination Fee shall be the greater of \$100/month/meter for every month remaining on the contract, or Liquidated Damages (as defined below) on any volumes purchased or secured by Symmetry on the Customer's behalf and not delivered to Customer due to Customer's early termination of Contract. "Liquidated Damages" are an amount determined by Symmetry by multiplying the Projected Future Volume (as defined below) by the difference in the per Unit price in this Agreement (the "Agreement Price") and the market wholesale price (the "Market Price"), where the Market Price shall be the average of the NYMEX plus Basis cost for each month remaining on this Agreement, plus any losses incurred on the sale of gas in storage purchased for the Customer and not consumed by the Customer due to early termination of Contract. Projected Future Volume is Symmetry's forecasted volume for Customer's accounts in this Contract. 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. Symmetry's obligations will end after the final meter read when Symmetry is no longer designated as your AGS. Termination of your Contract does not excuse your obligation to pay outstanding balance or the Early Termination Fee or any other charges or fees incurred under this Contract prior to the date that termination becomes effective.

**6. TERMINATION BY SYMMETRY:** Symmetry 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, Symmetry may 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, Symmetry 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 Symmetry, 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, as well as any and all collection costs



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(inclusive of any necessary legal fees). This Contract automatically terminates if (a) the requested service location is not served by the incumbent natural gas company; or (b) Symmetry returns the Customer to the Customer's incumbent natural gas company's sales service, provided that Symmetry is permitted to terminate this Contract under the terms and condition of this Contract. The effective date of termination for any reason contained in this Section 6 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. Symmetry 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 to Symmetry during any time prior to executing this Contract.

**7. CHANGE IN LAW:** In the event that there is a change in law, administrative regulation, rule, order, judicial decision, statute or the commencement of enforcement of a change in law or administrative regulation (collectively, a "Change in Law"), and such change affects Symmetry generally or specifically and causes Symmetry to incur material capital or operating costs, or results in any increased fees or other costs relating to the provision of services contemplated herein in order to maintain the same level and quality of delivery of natural gas, then Symmetry shall be permitted to pass through the economic effects of such Change in Law.

**8. AUTHORIZATION FOR RELEASE OF INFORMATION:** You authorize Symmetry to obtain account information that we may need to provide natural gas service to you, including but not limited to: (a) your natural gas account numbers which Symmetry includes on Exhibit A; and (b) information about your natural gas account, including payment, credit, consumption and meter information. Symmetry will not give or sell your personal information, such as account number(s) or social security number to any third-party without your affirmative written consent, unless required by court order or by a regulatory ruling or order.

**9. 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.

**10. 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 SYMMETRY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**11. FORCE MAJEURE:** You agree that certain causes and events outside of Symmetry'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 Symmetry will not be liable for any such interruptions.

**12. LIMITATIONS OF LIABILITY:** You acknowledge that Symmetry does not own or control any of the transmission or distribution facilities used to deliver natural gas to you, and accordingly Symmetry 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.





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Any liabilities of Symmetry that are not excused by reason of Force Majeure Events or otherwise will be limited to direct actual damages only and neither Symmetry nor you shall be liable to the other for consequential, special, incidental, punitive, exemplary, or indirect damages.

**13. MISCELLANEOUS:** Your Contract with Symmetry 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, Symmetry 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 Symmetry and supersedes all prior or contemporaneous communications, understandings, and agreements between you and Symmetry related to the supply of residential retail natural gas service to you.

This Contract is for the sole and exclusive benefit of you and Symmetry, 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 Symmetry.

If you have any questions, concerns or complaints, please contact Symmetry 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 Symmetry, 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](http://www.michigan.gov/mpsc), or by writing to MPSC Customer Intake Center, P.O. Box 30221, Lansing, MI 48909.