REDACTED

Constellation.

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CONTRACT AND DISCLOSURE STATEMENT SUMMARY
ELECTRICITY SUPPLY AGREEMENT – FIXED RATE PLAN

My supplier's information:	Constellation NewEnergy, Inc. is your electric generation supplier (CT DPUC Docket No. 06-07-11). You can call Constellation at its toll-free number 844-636-3749 between 8:00 AM and 7:00 PM eastern prevailing time (not including weekends or holidays) or email Constellation at customercare@constellation.com. You can visit connecticut.constellationnewenergy.com. You can send a letter through U.S. mail to Constellation NewEnergy, Inc., 1001 Louisiana St, Constellation Suite 2300, Houston, Texas 77002, Attn: Contracts Administration.
How long is my contract?	Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on the meter read date following acceptance by the UDC on or about 12/18/23 through on or about 12/17/26 unless extended on a holdover basis as described in this Agreement.
What is my pricing structure?	Your pricing structure is the Fixed Rate Plan and includes costs associated with the generation of your electricity supply, subject to any charges you elected to pass through as set forth in the Cost Components section below. The plan will have a fixed rate of $.10310/kWh and will be fixed from the Start Date through the End Date.
Are there any late payment fees?	If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less.
When did I contract?	You entered into this Agreement on 11/1/2023 via signed contract.
How do I contact the Connecticut Public Utilities Regulatory Authority (PURA)?	You can contact the Connecticut Public Utilities Regulatory Authority at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut); by sending a letter to: PURA 10 Franklin Square New Britain, Connecticut 06051, Attn.: Consumer Assistance and Information Unit; or by visiting the website http://www.ct.gov/pura. You may also learn more about electric generation service in Connecticut by visiting energizeCT.com.
How will I receive notices?	You will receive notices from Constellation through U.S. mail at Address: [redacted]
Can I cancel my contract and are there any early termination fees?	Pursuant to Connecticut law, you have until midnight on the third business day after the later of the day on which you enter into this Agreement or the day on which you receive a copy of the fully executed Agreement to cancel this Agreement without penalty. To cancel this Agreement, you can call Constellation at 844-636-3749, send an email to customercare@Constellation.com, or send a letter through U.S. mail to Constellation NewEnergy, Inc., 1001 Louisiana St, Constellation Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. If you terminate this Agreement outside of this time period, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount Constellation would be able to resell such related services. You will also be liable for all past due amounts as well as any costs incurred by Constellation in connection with collecting any such amounts.
How do I contact my UDC?	Your UDC is responsible for delivering electricity to your place of business . In cases of emergencies relating to your electricity service, such as a power outage, you should call your UDC: Eversource Energy (formerly Connecticut Light & Power) at (800) 286-2000; United Illuminating at (800) 722-5584.

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Sales Rep: Amanda W Gleason G528408.3686660.0 COO: 490723 Printed: 11/1/2023

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UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
CLP	[redacted]	[redacted]	12/18/23	12/17/26	$0.10310

Are there possible savings?	During the term of the Agreement, the price may be higher or lower than the UDC's price-to-compare, which changes over time based upon your UDC's procurement structure. Therefore savings are not guaranteed.
What incentives are in place, if any?	There are no offers currently available.

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Constellation NewEnergy, Inc.
Electricity Supply Agreement – FIXED RATE PLAN

[redacted] **("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:**

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Inventoried Energy Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

For clarification purposes only regarding Capacity Costs (Fixed):
Capacity Cost (Fixed): You have elected the **"Fixed"** option for your **"Capacity Costs"** as noted in the table above. **"Fixed"** means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). **"Capacity Obligation"**means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. **"ICAP Tag (kW)"** means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

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CAPACITY OBLIGATION COMPONENTS	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

For clarifications purposes only regarding Fuel Security Costs-COS (Fixed):

Fuel Security Costs-COS (Fixed): You have elected the **"Fixed"** option for your**"Fuel Security Costs-COS"** as noted in the Cost Component table above. **"Fixed"** means we have included Fuel Security Costs-COS in your contract price (set forth in the Account Schedule) based on the current Fuel Security Costs-COS charges associated with your Accounts as of the effective date of this Agreement. Your Fuel Security Costs-COS charges will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. Fixed means that your price will not be adjusted (either upward or downward) to pass through any Fuel Security Costs-COS charges based on monthly or annual changes as described in the COS Agreement (including the Mystic COS Agreement as defined further below) detailed in the ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission (**"FERC"**) in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented as of the effective date of this Agreement.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on the meter read date following acceptance by the UDC on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + $.011770/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Connecticut, that the electricity supplied under this Agreement is not for use at a residence.

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Notices. Notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph. If you notify us that you are cancelling this agreement, you can call Constellation at 1-844-6-ENERGY, send an email to feedback@Constellation.com, or send a letter through U.S. mail to our business address.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Eversource Energy (formerly Connecticut Light & Power)	**CLP**	**1-800-286-2000**

Environmental Disclosure Information. Our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A hereto and incorporated herein by reference, may be provided to you periodically with your invoices, is available upon request and may be updated periodically

Additional Terms. For Accounts in the State of Connecticut, additional information, including information on consumer rights, may be obtained by contacting the Connecticut Public Utilities Regulatory Authority at (800) 382-4586. You understand that you can review your existing electric generation service charge for purposes of comparison to your rate under this Agreement by going to energizeCT.com and selecting your rate class information.

CUSTOMER'S RIGHT TO RESCIND. FOR ACCOUNT(S) LOCATED IN THE STATE OF CONNECTICUT: IF YOUR AGGREGATE PEAK LOAD DURING ANY 12 MONTH PERIOD IS 500 KILOWATTS OR LESS, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT UNTIL MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE LATER OF THE DATE YOU ENTER INTO THIS AGREEMENT OR THE DATE ON WHICH YOU RECEIVE A COPY OF THE FULLY EXECUTED AGREEMENT, WITHOUT PENALTY. TO CANCEL THIS AGREEMENT, YOU CAN EMAIL CUSTOMERCARE@CONSTELLATION.COM, CALL 1-844-6- ENERGY OR MAIL TO CONSTELLATION NEWENERGY, INC., 1001 LOUISIANA ST., SUITE 2300, HOUSTON, TEXAS 77002, ATTN: CONTRACTS ADMINISTRATION.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

E-Signed : 11/01/2023 05:57 PM EDT
Amanda Stewart
contractadmin@constellation.com
IP: 130.41.167.50
Sertifi Electronic Signature
DocID: 20231101132822814

Printed Name:
Title:

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration
Fax: **888-829-8738**
Phone: **844-636-3749**

Customer: [redacted]

E-Signed : 11/01/2023 04:56 PM EDT
[redacted]
DocID: 20231101132822814

Printed Name:
Title:
Date:
Address: [redacted]

Fax:
Phone:
Email:

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

"**Fuel Security Reliability Program Costs** (including "**Fuel Security Costs-COS**" and **"Fuel Security Costs-Inventoried Energy Program** " as defined below)" means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("**FERC**") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("**COS Agreements**"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the **"Mystic COS Agreement"**) and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("**FCA**") 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket N0 ER19-1428-001 (collectively, the "**Fuel Security Costs-Inventoried Energy Program**"). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("**Fuel Security Costs-COS**") and/or the Fuel Security Costs-Inventoried Energy Program are **Fixed** under this Agreement then such costs shall **only** include costs associated with the Mystic COS Agreement and/or cost associated with the Fuel Security Costs-Inventoried Energy Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Fuel Security Costs-Inventoried Energy Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs ("RPS Costs")" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices);

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and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your

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obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: [redacted]

The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on November 1, 2023

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
CLP	[redacted]	[redacted]	12/18/23	12/17/26	$0.10310

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to PES Brokers, Inc. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Label date 3/10/2023 **Constellation NewEnergy, Inc.** page 1 of 2

Electric Generation Disclosure Label

1310 Point Street, Baltimore, MD 21231

customer service phone #1-844-636-3749 website: www.constellation.com

What is this label about?

It's about helping you compare the benefits of generation service offers of Constellation to those of other competitive electric suppliers and to (CL&P or UI).

To our customers:

Electric generation service in Connecticut can be provided to you by licensed Suppliers, CL&P, or UI. This is a choice you can make. This Constellation disclosure label can be used to compare prices and other items (such as generation power sources and renewable sources) to those that other Suppliers, CL&P or UI may offer you.

Important considerations in making your comparisons and choice:

- Ask the Supplier, CL&P or UI if its offer is **all-inclusive** or **not all-inclusive,** so you can make the right comparison and choice. Suppliers, CL&P and UI in Connecticut are required to disclose this information to you in their labels.
- An **all-inclusive** offer includes all charges and fees related to the generation portion of your electric bill included in the price of the Generation Service Charge (GSC). A **Not all-inclusive** offer **does not**; thus, there are other charges and/or fees that you would be assessed in addition to the GSC.
- Check any contract or agreement you are considering from a Supplier for specifics on price, such as whether pricing is fixed or variable, the term/ length of contract, and any other charges, enrollment fees, deposits or requirements for which you are responsible.

Other questions you can ask a potential supplier:

1. Is the Supplier licensed by the CT PURA?
2. Ask the Supplier to estimate your electric generation costs relative to CL&P's/ UI's and explain other possible benefits of switching your service. The average residential customer in CT uses 700 kWh per month. This would be a good comparison starting point. Some examples of the possible benefits are cost savings, budget certainty, risk management, product offerings and renewable energy.
3. How does the Supplier's all-inclusive price compare with the current CL&P or UI GSC charge?
4. Will the Supplier's price change when the CL&P or UI GSC price changes or is it fixed for the term of the contract/agreement?
5. If I switch to a Supplier, will my GSC charge still be on the CL&P/ UI bill or will I receive a separate bill from the supplier?
6. If a Supplier issues a separate bill to me, will there be a late payment fee and, if so, what is the annual percentage charge?
7. Does the Supplier offer a choice of energy sources, such as renewable energy?
8. What is the Supplier's contact information if I have questions? Contact information should include the Supplier's phone number, customer service hours, mailing address and contact name.

For Pricing Information - See the "Account Schedule" page in your contract.

Reminder: Your monthly electric bill also has a section for delivery service. This service is for the poles, wires, transformers and all of the other services to deliver electricity to your home or business. Delivery service charges do NOT include what you pay for your electric Generation Service in the GSC charge. You pay delivery service charges whether you buy your electricity from CL&P, UI or any other supplier.

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Power Sources	New England Power Pool System Mix
Coal	0.59%
Natural Gas	46.26%
Oil (Diesel, Jet, Oil)	6.14%
Nuclear	24.92%
Connecticut Qualified Renewable Sources	11.43%
Other, Misc.	10.66%
Total	**100.00%**

System Mix source: NEPOOL GIS Reports (Q1-2021 through Q-4-2021). CT Qualified Sources includes CT Class 1 & CT Class 2 only. Supplier Known Sources are part of the system mix, but renewable sources are disclosed separately in the Supplier Compliance chart for CT RPS below.

CT Renewable Portfolio Standards Constellation Compliance

	Class I	Class II	Class III	Total
Required 2021	22.5%	4.0%	4.0%	30.5%
Required 2022	24.0%	4.0%	5.0%	33.0%
Required 2023	26.0%	4.0%	5.0%	35.0%
Required 2024	28.0%	4.0%	5.0%	37.0%
Required 2025	30.0%	4.0%	4.0%	38.0%

About Power Sources

Your electricity is transmitted across the New England electric system, which receives electricity from power plants throughout the region to meet the requirements of all customers in New England. The "**New England Power Pool System Mix**" represents the percentage of power supply from each power source in the regional system. Suppliers are responsible for generating and/or purchasing electricity that is added to the electric system in an amount equal to your electricity use. To promote the development of renewable/clean sources, Connecticut, through legislation called the **Renewable Portfolio Standard (RPS)**, requires all Suppliers to acquire specific percentages of energy from renewable resources. CT RPS sources are defined as Class I, Class II and Class III. **Class I renewable** sources include solar power, fuel cells, methane gas from landfills, ocean thermal power, sustainable biomass, wave or tidal power, low emission advanced renewable energy conversion technologies, and certain run-of-river hydropower. **Class II renewable** sources include trash-to-energy, certain biomass facilities, and certain run-of-river hydropower facilities. Electricity generation from renewables has lower emissions and less of an impact on the environment than that produced from conventional fossil fuels. As an alternative to providing the RPS requirements a Supplier may pay an alternative compliance payment. **Class III** sources include CT commercial & industrial facilities using combined heat and power systems with at least 50% operating efficiency, a waste heat recovery system or electricity savings from energy efficiency measures.

Air Emissions from Power Sources

The air emissions listed below are produced when certain fuels are used to generate electricity.

Carbon Dioxide (CO_2) is released when coal, oil, natural gas, trash, methane and biomass are burned. Carbon dioxide, a greenhouse gas, is thought to be a major contributor to global warming.

Nitrogen Oxide (NO_x) is formed when fossil fuels, trash, methane and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may contribute to respiratory illness. NO_x also accelerates vegetative growth in lakes and coastal waters which may lead to oxygen deprivation which is destructive to fish and other aquatic life.

Sulfur Dioxide (SO_2) is formed when fuels containing sulfur are burned, primarily coal, oil and trash. Health risks associated with SO_2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO_2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, is detrimental to crops and forests and accelerates the deterioration of buildings and monuments.

Additional Information:

This label provides information on the New England regional electric system power sources and the air emissions related to electricity generation. For additional information on Supplier prices, power sources and air emissions, visit the CT PURA's **Electric Supplier Info Database, www.dpuc.state.ct.us/el_aggre.nsf**

In the case of an emergency or power outage, please contact your utility. UI customers call: 1-800-7CALL UI (1-800-722-5584); and CL&P customers call 1-800-286-2000.

The Connecticut Public Utilities Regulatory Authority (PURA), Ten Franklin Square, New Britain, CT 06051
Toll-free 1-800-382-4586 www.ct.gov/pura

Suppliers are required to post their Disclosure Label(s), and updated versions as they occur, to the Electric Supplier Info Database on the PURA's website.

PURA Disclosure Label-Supplier-template-12-2012

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Change of Ownership

Original Customer: [redacted]

Original Company Name: [redacted] Original Contact: [redacted]

New Customer Info:

New Company Name: [redacted] Contact: [redacted]

Legal Mailing Address: [redacted] Email: [redacted]

City/State/Zip: [redacted] Phone: [redacted]

New Customer Billing Info:

Billing Address: [redacted] Billing Contact: [redacted]

City/State/Zip: [redacted] Email: [redacted]

Phone: [redacted]

By Submission of this request, Current Customer agrees and understands that it remains contractually obligated for service with the Constellation entity currently serving the UDC account number(s) identified (i.e., Constellation New Energy, Inc., Constellation Energy Services, Inc. and/or Constellation Energy Services of New York, Inc.). until its agreement(s) are fully assigned to another party, as evidenced by the New Customer executing new agreement(s) with Constellation or until the agreement(s) are terminated and the Current Customer pays any applicable early termination payments/fees.

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Constellation.

UDC Account Numbers

Old UDC Account Number	New UDC Account Number
51142820158	51267190122