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Constellation

Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc.
FIXED RATE PLAN Transaction Confirmation

This TC is entered into pursuant to and in accordance with a Master Agreement executed on 04/21/2021 by and between Constellation NewEnergy, Inc. (**"Seller"**) and [redacted] (**"Customer"**), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Price Terms. The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges vary for any reason. At any time during the term of this TC, Customer may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein.

Carbon-Free Electricity Product.

1. Product. For the Initial Term of this TC, this carbon-free electricity product consists of Customer's supply of electricity pursuant to this TC matched with emission-free energy certificates ("EFECs") produced by the PJM Environmental Information Services' ("PJM EIS") Generation Attribute Tracking System ("GATS") sourced from a generating unit that does not directly produce any air emissions (sulfur dioxide, nitrogen oxide, or carbon dioxide) as reported in GATS. Seller anticipates sourcing EFECs primarily from nuclear units but reserves the right, without further notice to or consent from Customer, to match usage with EFECs from any emission-free generating units, including the following, but subject to change from time to time: nuclear, solar photovoltaic, solar thermal, wind, hydro, tidal energy, and wave energy.

2. Emissions Reduction Disclaimer. The description of this product as "carbon-free" considers the direct electricity generation process only. Other "life cycle" emissions, including emissions associated with the construction of the plant, mining and processing of the fuel, maintenance and operation of the plant, disposal of waste byproducts, and decommissioning are not factored into this "carbon-free" description. Furthermore, Seller makes no representations or warranties that carbon-free electricity purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction program. Seller has the right to source EFECs from any eligible state ("Supply Source State"), which may include a state that currently or in the future participates in the Regional Greenhouse Gas Initiative ("RGGI") or other greenhouse gas ("GHG") emission cap and trade program. Customer understands and agrees that participation by a Supply Source State in RGGI or other GHG emission cap and trade program may need to be disclosed in connection with GHG accounting associated with Customer's carbon-free electricity product and may limit the emissions reductions claims solely to the emissions associated with Customer's specific use of purchased electricity. Information regarding the Supply Source State(s) of EFECs supplied to Customer is available on an annual basis upon Customer's request. Customer is solely responsible for its marketing claims and GHG accounting.

3. Public Statements. Any press release issued by either Party relating to the subject matter hereof shall be subject to prior approval by the other Party. No materials disclosed to third parties under this clause shall reference the specific terms of this transaction without the prior written approval of the non-disclosing Party. Customer is solely responsible for determining whether any marketing materials or other public claims made by Customer related to Customer's purchase of electricity hereunder comply with GATS requirements and applicable Law.

4. Indemnification. In addition to, and not in lieu of, any indemnification provisions applicable to the Parties, Customer agrees to defend, indemnify and hold harmless Seller from and against all claims arising out of or related to Customer's claims relative to the carbon-free electricity product and Customer's marketing/advertising materials related to this transaction or the carbon-free electricity purchased hereunder. This indemnification does not apply to the extent a court of competent jurisdiction makes a final determination that a claim for which Seller seeks indemnification was primarily caused by the willful fraud or deceit of Seller.

5. Change Event. Without limiting Seller's rights pursuant to the Change in Law provision of the Master Agreement, if any statutes, rules, regulations, inquiry, investigation, permits, or judicial or administrative proceedings, including but not limited to any PJM Market Rules or PJM GATS Operating Rules, are enacted, amended, granted, or revoked, which render the transfer of the carbon-free electricity product hereunder impossible, impracticable or unlawful, or if PJM GATS significantly modifies the requirements for or eliminates EFECs (individually or collectively, such events referred to as a "Change Event"), the Parties hereto agree to negotiate in good faith to amend this TC to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this TC. By way of example and not limitation, to the extent Constellation's sale of

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carbon-free electricity would be unlawful due to a Change Event, Constellation shall continue to sell electricity (without matched EFECs) under the terms herein and the Parties agree to use commercially reasonable efforts to reform this Agreement to give rise to the original intentions of the Parties.

Cost Components. Each of the items listed as "Fixed" below is included in Customer's contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Customer will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Passed Through
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 Customer for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s).

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

Fuel Security Costs-COS (Fixed): Customer has elected the **"Fixed"** option for Customer's **"Fuel Security Costs-COS"** as noted in the Cost Component table above. **"Fixed"** means Seller has included Fuel Security Costs-COS in Customer's contract price (set forth in the Account Schedule) based on the current Fuel Security Costs-COS charges associated with Customer's Accounts as of the effective date of this TC. Customer's Fuel Security Costs-COS charges will not be subject to change during the term of this TC except as a result of Change in Law as described in the Master Agreement. Fixed means that Customer's 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 TC.

Billing. Customer's Account(s) will be billed as follows per the Master Agreement: Dual Billing.

Section 1.1. 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 TC. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller 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.

"Covered Bandwidth" does not apply to this TC.

"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** (includes "**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 TC, 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-**

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COS") and/or the Fuel Security Costs-Inventoried Energy Program are **Fixed** under this TC 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 date of the full execution of this TC. 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 as described in the Master Agreement.
"Holdover Fee" means a cost of $.005730 per kWh in the holdover rate.
"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.
"LMP" or **"Holdover Market Price"** means the ISO-published Day Ahead locational based marginal price for the ISO zone applicable to each Account expressed in $/kWh. Such prices are published hourly or sub-hourly depending on the ISO.
"Non Time Of Use" or **"NTOU"** means all hours of each day.
"Off Peak" means all hours other than Peak hours.
"Payment Date" means the date 20 days following the invoice date, by which Customer's payment to Seller is due without offset or reduction of any kind.
"Peak" means the hours designated as peak from time to time by the UDC.
"Pricing Schedule" means "Transaction Confirmation" or "TC".
"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.
"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.
"Utility" means the "local electricity distribution company" or "UDC".

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

Section 2.2. Seller and UDC Contact Information. Customer may contact Seller regarding its invoice or other matters concerning this TC at Seller's Customer Service Department by toll-free telephone at 844-636-3749, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

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

Additional information, including information on consumer rights, may be obtained by contacting the Connecticut Public Utilities Regulatory Authority at (800) 382-4586. Customer understands that it can review its existing electric generation service charge for purposes of comparison to its rate under this Agreement by going to http://ctenergyinfo.com/choose_entry.htm and selecting its rate class information.

Section 2.3. Miscellaneous. For Account(s) located in Connecticut:
(i) Certain Warranties. Customer warrants and represents that for Account(s) located in the State of Connecticut, that the electricity supplied under this Agreement is not for use at a residence.

Section 2.4. Environmental Disclosure Information. Seller's electricity supply may be purchased from any number of sources. Seller is not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of Seller's electricity products is included as Exhibit A hereto and incorporated herein by reference, may be provided to Customer periodically with its invoices, is available upon request and may be updated periodically.

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

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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Signature: Amanda Stewart

Amanda Stewart
Vice President – Retail Ops

Printed Name:
Title:

11/08/2023

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Fax: **888-829-8738**
Phone: **844-636-3749**

Customer: [redacted]

Signature: [redacted]

Printed Name: [redacted]
Title: [redacted]
Date: 11/8/2023
Address: [redacted]

Fax:
Phone:
Email:

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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 8, 2023

Seller 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 and 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.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
CLP	[redacted]		01/20/24	01/19/26	$0.08990

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

Payments to Certain Third-Parties: Customer acknowledges that its price includes a fee that Constellation will remit to Energy Edge Consulting, LLC ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on Customer's behalf as its 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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Label date: 3/10/2023

Your Electric Generation Disclosure Label from Constellation

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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