



**Agreement is Not
Valid Unless
Executed by
Seller**

**Constellation NewEnergy, Inc.
Flexible Index Solutions Transaction Confirmation**

This TC is entered into pursuant to and in accordance with a Master Agreement executed on 9/3/2024 by and between Constellation NewEnergy, Inc. ("**Seller**") and **Arkema Inc.** ("**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. Seller will pass through Energy Costs using the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO residual zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) energy to fix Customer's price for energy and associated line losses for a supply period of three months or longer equal to a prescribed percentage of Customer's load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume. If Customer enters into RTTs to fix Customer's energy and line loss price for prescribed percentages of Customer's load volume, such percentages of Customer's load volume will be charged at the agreed to fixed prices, while the remainder will be charged at the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO residual zone applicable to each Account identified in the Account Schedule.

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 | Passed Through |
| Ancillary Services And Other ISO Costs | Fixed |
| Auction Revenue Rights Credits | Fixed |
| Capacity Costs | Passed Through |
| NITS Costs | Passed Through |
| Transmission Enhancement Costs | Passed Through |
| Transmission Loss Credits | Fixed |
| Line Loss Costs | Passed Through |
| FERC Order 745 Costs | Passed Through |
| Balancing Congestion Costs | Fixed |
| Transmission Reallocation Costs | Fixed |

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs will be passed through to you. Deration Credits are included in the contract price(s).

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

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

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Errors and omissions excepted. Std. Transaction Confirmation Rev Jan-29-2016

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Sales Rep: George A Summers G575020.64209.0

Printed: 9/5/2024

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 Credits" 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. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by Seller as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by Seller.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Covered Bandwidth" does not apply to this TC.

"Deration Credits" means the transmission loss deration value for each Account as accounted for by the ISO for the applicable UDC. Only if Deration Credits are noted as included in the contract price will (a) the Retail Service Price reflect the transmission loss deration value and (b) the Line Loss Costs be calculated in accordance with Line Loss Costs as "Passed Through" (as further described below and expressly not including the transmission loss deration value).

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

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement.

"Holdover Fee" means a cost of \$.005250 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 residual zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"NITS Costs" means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

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

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

"Payment Date" means the date twenty (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" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Transmission Enhancement Costs" means the Transmission Enhancement charges or credits, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

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

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“Transmission Reallocation Costs” means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to the Master Agreement.

"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 |
|---------------------|------------------|-----------------|
| Commonwealth Edison | COMED | 1-800-334-7661 |

Section 2.3. Certain Customer Representations and Warranties. Customer warrants and represents that for Account(s) located in the State of Illinois, aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied hereunder is not for use at a residence.

Section 2.4. Authorization. Customer authorizes the UDC to provide Seller with Customer's historical and future energy billing and usage data (which includes electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this TC, and will remain in effect during the entire term of this TC, including any renewal, unless Customer rescinds the authorization upon written notice to Seller or by calling us at 1-844-6-ENERGY. Seller reserves the right to cancel this TC in the event Customer rescinds the authorization.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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

Constellation NewEnergy, Inc.

Signature: _____

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: Arkema Inc.

Signature:  _____
DBC6F2663414434...

Printed Name: Anthony O'DONOVAN
Title: President & CEO
Date: 10 September 2024
Address: 900 1ST Ave
King OF Prussia, PA 19406-1308
Fax:
Phone:
Email: anthony.odonovan@arkema.com

ACCOUNT SCHEDULE:

For: Arkema Inc.

The Pricing set forth below is only valid until 5:30 PM Central Prevailing Time on September 11, 2024

**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 | Retail Service Price (\$/kWh) |
|-------|--------------------|---|------------|----------|-------------------------------|
| COMED | 3354262006 | 12840 S PULASKI RD, ALSIP, IL 608031917 | 09/30/24 | 10/28/26 | \$0.00263 |

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 NRG Kiosk LLC dba Power Kiosk ("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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