

Agreement is Not Valid Unless Executed by Seller

# Constellation NewEnergy, Inc. INDEX PLUS BLOCK SOLUTIONS (VARIABLE RATE PLAN) Transaction Confirmation

This TC is entered into pursuant to and in accordance with a Master Agreement executed on

NewEnergy, Inc. ("Seller") and Dunn Paper - East Hartford, LLC. dba BiOrigin Specialty Products ("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 if and as the related charges vary for any reason. Seller will pass through Energy Costs using the market index prices based on the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO 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. Such RTTs may cover the purchase of: (1) blocks of electricity to fix Customer's price for energy for a fixed hourly amount of power (an "Electric Block'); and (2) renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume. The Electric Block RTT Confirmation will specify the hourly amount of power, the hours of the day and days of the week in which the power will be delivered, and the specific zone in which the power will be delivered. If the electricity needs of Customer's Account are less than the Electric Block in any hour (or sub-hour in some markets), Seller shall invoice Customer for any excess usage at the day ahead locational marginal price. Notwithstanding the foregoing, nothing in this Agreement shall relieve Customer from its obligation to pay for the entire volume of all Electric Blocks.

**Cost Components.** Each of the items listed as "Fixed" below is <u>included</u> 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	
Capacity Costs	Passed Through	
Line Loss Costs	Passed Through	
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):

<u>Fuel Security Costs-COS (Fixed):</u> 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 <u>included</u> Fuel Security Costs-COS in Customer's contract price (set forth in the Account

FOR INTERNAL USE ONLY

Errors and omissions excepted. Std. Transaction Confirmation Rev Jan-29-2016 Sales Rep: John Clark G600036.4179545.0 Printed: 2/5/2025

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 <u>not</u> 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 <u>not</u> 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"), including the Day-Ahead Ancillary Services Initiative ("DASI") as approved by FERC in Docket No. ER24-275-000 on January 29, 2024, 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 No 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 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 \$.010250 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.

FOR INTERNAL USE ONLY

()

Sales Rep: John Clark G600036.4179545.0 Printed: 2/5/2025

"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.

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.

[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.

E-Signed: 02/06/2025 11:08 AM EST

Amanda Stewart

contractadmin@constellation.com

IP: 130.41.158.241

Sertifi Electronic Signature

Doc1D: 20250205153026936

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: Dunn Paper - East Hartford, LLC. dba BiOrigin Specialty Products

Printed Name:

Title: Date:

Address: 40 Forbes Street

East Hartford, CT 06108

Fax: Phone: Email:

#### **ACCOUNT SCHEDULE:**

# For: Dunn Paper - East Hartford, LLC. dba BiOrigin Specialty Products The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on February 11, 2025

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: 5

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
CLP	51272702010510083006	2 Forbes St, East Hartford, CT 06108	06/19/25	06/18/26	\$0.02855
CLP	51878842046109171007	2 FORBES ST, EAST HARTFORD, CT 06108-3727	06/23/25	06/20/26	\$0.02855
CLP	51892702010014704004	2 Forbes St, East Hartford, CT 06108	06/27/25	06/26/26	\$0.02855
CLP	51892702010289034003	2 Forbes St, East Hartford, CT 06108	06/27/25	06/26/26	\$0.02855
CLP	51892702010616034006	2 Forbes St, East Hartford, CT 06108	06/27/25	06/26/26	\$0.02855

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

<u>Payments to Certain Third-Parties:</u> 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.

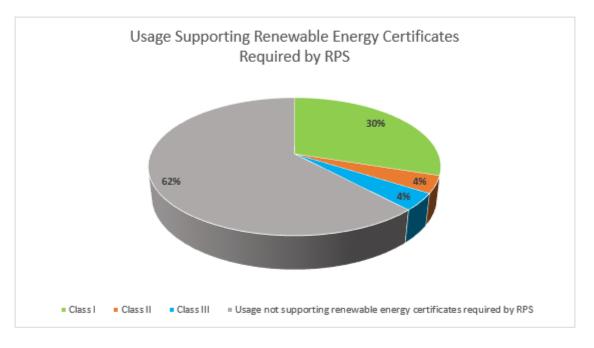
Errors and omissions excepted. Std. Transaction Confirmation Rev Jan-29-2016 Sales Rep: John Clark G600036.4179545.0 Printed: 2/5/2025



# Renewable Energy Certificate Information

### This offer meets CT's 2025 minimum of 38% renewable energy certificate requirements.

All suppliers must purchase a minimum amount of renewable energy certificates\* from generating sources based on the amount of electricity the supplier sells in Connecticut to meet the state's Renewable Portfolio Standards (RPS).



Class I 30% - Solar, Hydroelectric, Wind and Fuel Cells.

Class II 4% - Trash-to-Energy sources.

Class III 4% - Combined Heat and Power Facilities, and energy efficiency projects.

Learn more about CT's RPS requirements at CT RPS Overview

\* All renewable energy certificates represent the attributes of renewable generation sources as defined in Connecticut statute. To learn more about renewable energy certificates visit EnergizeCT. The supplier's purchase of these renewable energy certificates DOES NOT mean that the specific electricity that you are buying through this offer comes from the renewable sources indicated on this label. Please refer to the next page (generation source information) to see the makeup of the electricity delivered.

For information about the renewable energy certificates that are supported through this offer visit www.constellation.com. You can also contact CT's Public Utilities Regulatory Authority at 800-382-4586 or pura.information@ct.gov.

Sales Rep: John Clark G600036.4179545.0 Printed: 2/5/2025

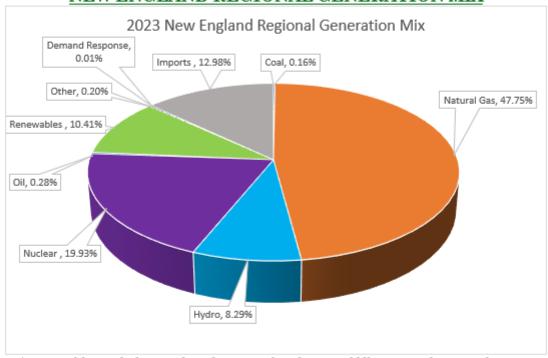
()



## **Generation Source Information**

## Resources Used To Generate Your Electricity & Related Emissions

The electricity for this offer comes from the following generation sources: NEW ENGLAND REGIONAL GENERATION MIX



<sup>\*</sup>Renewables include: Wind, Refuse, Wood, Solar, Landfill Gas, Methane, and Steam

### **EMISSIONS 2022**

Natural Gas		980 lb/MWh
Nuclear		0 lb/MWh
Renewable		1346 lb/MWh
Class I	Biogas	1462 lb/MWh
	Biomass	4166 lb/MWh
	Digester gas	2627 lb/MWh
	Fuel cell	591 lb/MWh
	Landfill gas	1458 lb/MWh
	Solar Photovoltaic	0 lb/MWh
	Wind	0 lb/MWh
	Wood	4131 lb/MWh
Class II	Trash to Energy	3801 lb/MWh
Hydroelectric		0 lb/MWh
Other		782 lb/MWh

Learn more about the electricity generated throughout New England at <a href="https://www.iso-ne.com/isoexpress/web/reports/load-and-demand/-/tree/net-ener-peak-load">https://www.iso-ne.com/isoexpress/web/reports/load-and-demand/-/tree/net-ener-peak-load</a>

FOR INTERNAL USE ONLY

Page 8 of 9