



Account Manager: Hammond, Karin
(812) 459-1150
karin.hammond@constellation.com

DEAL NO. 2287766

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective **4/7/2022**, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and Madison-KIPP Corporation ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 10/21/2024

Buyer: Madison-KIPP Corporation

Seller: Constellation NewEnergy - Gas Division, LLC (CNEGAS)

Facility Name: Madison-KIPP Corporation- 02-621950115-5495708

Delivery Period: 11/1/2025 - 10/31/2026 (inclusive)

Nature of Obligation: Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

Deal Type: Physical Fixed Price

Contract Quantity/Price :

Contract Month	Year 2025		Year 2026	
	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price
January			2,960.0	\$4.14000
February			2,740.0	\$4.14000
March			2,980.0	\$4.14000
April			2,780.0	\$4.14000
May			2,550.0	\$4.14000
June			2,470.0	\$4.14000
July			2,250.0	\$4.14000
August			2,260.0	\$4.14000
September			2,220.0	\$4.14000
October			2,020.0	\$4.14000
November	1,960.0	\$4.14000		
December	2,060.0	\$4.14000		

US\$ Rounded to five decimal places
Plus applicable taxes

The price referenced herein is inclusive of fuel to the delivery point.

Buyer acknowledges and understands that, in connection with this transaction, Seller may be paying a fee to a third party. The fee, if any, would be included in Buyer's price and would be charged by a broker/agent representing Buyer, a broker/agent representing Seller, or an association/referrer who helped facilitate this transaction.



Incremental Pricing: For all additional quantities required by Customer, in excess of the fixed quantities listed herein in combination with any other nominated quantities, or for gas quantities bought back from Customer by Constellation due to Customer's requirements being less than the total nominated volumes each month, the price for such additional purchases or buybacks shall be based on the then current market price, as determined by Constellation in its reasonable discretion.

If Constellation and Customer have previously entered into any commodity transaction(s) for the Facility (the "Previous Transaction") that overlap one or more of the delivery months covered in this Transaction Confirmation (the "Overlapping Month(s)"), the incremental gas pricing in this Transaction Confirmation shall apply to the Overlapping Months instead of any conflicting incremental gas pricing associated with the Previous Transaction.

Pipeline: VECTREN

Delivery Point(s): NEC POOL

Utility: VEDIN-NORTH

LDC Account No(s): 000013605200

Seller's planned billing method for this facility is to bill Buyer based on: Actual Consumption

Change In Law: Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) 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, pipeline or utility business practices or protocol, pipeline or utility tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the facility is located. Such adjusted amounts will be included in subsequent invoices to Customer.

Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 1 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 days prior to the expiration of the then-current Extension Term. The price for gas delivered during the Extension Term(s) will be based on market prices as determined by Constellation. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

(SIGNATURE BLOCKS FOLLOW ON NEXT PAGE)



This Transaction Confirmation documents an agreement previously reached by authorized representatives of the parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via the DocuSign E-Signature process or email to CNEGTransactionConfirmations@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

Madison-KIPP Corporation

By:

A handwritten signature in black ink that reads "Amanda Stewart".

By:

Name: Amanda Stewart

Name:

Title: Vice President- Retail Ops

Title:

Date: 10/21/2024 1:21:27 PM

Date:

Customer ID RG-43520605

Contract No. CNEG48336

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