



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

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

CUSTOMER DISCLOSURE STATEMENT*

Length of the TC and end date:	This TC (along with the Master Agreement, collectively referred to as the "Agreement") becomes binding once signed by both of us. Subject to successful enrollment of your account(s), we will supply each account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, 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.																		
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.																		
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, 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 we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.																		
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which 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).																		
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.																		
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.005250/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all Accounts.																		
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.																		
Fixed or Variable, (explanation of how the price is determined):	<p>Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).</p> <table> <tr> <td>Energy Cost</td><td>Passed Through</td></tr> <tr> <td>Ancillary Services And Other ISO Costs</td><td>Fixed</td></tr> <tr> <td>Capacity Costs</td><td>Passed Through</td></tr> <tr> <td>Line Loss Costs</td><td>Passed Through</td></tr> <tr> <td>NYPA Transmission Adjustment Charge Costs</td><td>Passed Through</td></tr> <tr> <td>NY Transmission Costs</td><td>Passed Through</td></tr> <tr> <td>NY Tier 1 REC Program Costs</td><td>Fixed</td></tr> <tr> <td>NY TOTS Project Costs</td><td>Fixed</td></tr> <tr> <td>NY ZEC Program Costs</td><td>Fixed</td></tr> </table>	Energy Cost	Passed Through	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Passed Through	Line Loss Costs	Passed Through	NYPA Transmission Adjustment Charge Costs	Passed Through	NY Transmission Costs	Passed Through	NY Tier 1 REC Program Costs	Fixed	NY TOTS Project Costs	Fixed	NY ZEC Program Costs	Fixed
Energy Cost	Passed Through																		
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NY TOTS Project Costs	Fixed																		
NY ZEC Program Costs	Fixed																		

The costs associated with those cost components identified above as "fixed" are included in the prices set forth in the table below.

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Price(s) for **Flexible Index Solutions:**

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
12/28/24	10/27/26	\$0.01391

* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

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This TC is entered into pursuant to and in accordance with a Master Agreement executed on 09/03/2024 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) real time 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 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) real time locational marginal price for the ISO 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
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
NYPA Transmission Adjustment Charge Costs	Passed Through
NY Transmission Project Costs	Passed Through
NY Tier 1 REC Program Costs	Fixed
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin.

NYPA Transmission Adjustment Charge Costs: Customer's contract price does not include NYPA Transmission Adjustment Charge Costs. Such NYPA Transmission Adjustment Charge Costs are considered Passed Through charges under this TC and shall be passed through to Customer during the term of this TC.

Price

NY Transmission Project Costs: Customer's contract price does not include NY Transmission Project Costs. Such NY Transmission Project Costs are considered Passed Through charges under this TC and shall be passed through to Customer during the term of this TC.

In addition to the Cost Components in the table above, the costs associated with each of the following items/charges listed below will be Passed Through to Customer:

New York Local Transmission Climate Leadership and Community Protection Act ("CLCPA") Facilities Costs ("NY CFC Transmission Costs"): Customer's contract price does not include NY CFC Transmission Costs. Such NY CFC Transmission Costs are considered Passed Through charges under this TC and shall be passed through to Customer during the term of this TC. Customer shall be responsible for paying its pro rata share of the NY CFC Transmission Costs.

"NY CFC Transmission Costs" means any statewide allocation of costs or charges imposed by the NYISO associated with the development of approved local transmission facilities under the CLCPA and in accordance with the Cost Sharing and Recovery Agreement and Rate Schedule 19 of the NYISO OATT, as approved by FERC pursuant to Docket No. ER22-2154 issued on August 19, 2022 and NY PSC Case 20-E-0197 approved on February 16, 2023, as may be amended or modified from time to time during the term of this TC. For clarification purposes, NY CFC Transmission Costs do not include transmission related charges under the NY TOTS Project Costs, NY Transmission Project Costs or Ancillary Services And Other ISO Costs.

New York Offshore Wind Renewable Energy Credits ("NY OREC Costs"): Customer's contract price does not include NY OREC Costs. If this TC has an End Date on or after January 1, 2024, such NY OREC Costs associated with serving Customer's Account(s) are considered Passed Through charges under this TC and shall be passed through to Customer.

"NY OREC Costs" means any costs related to the purchase of offshore renewable energy credits ("ORECs") from eligible offshore wind generating facilities to comply with the New York Offshore Wind Standard as described in the "Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement" in DPS Case 18-E-0071, and "Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard." in DPS Case 15-E-0302, as may be amended or modified from time to time.

New York Power Authority ("NYPA") Economic Development Power Programs: If Customer has elected or any time during the term of this TC elects to participate in and receive power for Customer's Account(s) under this TC (including but not limited to) the Recharge New York, Replacement Power, Expansion Power, Preservation Power or Temporary Power Assistance programs (collectively, the **"NYPA Economic Development Power Programs"**) approved by the NYPA board on March 31, 2020, as may be amended from time to time, then Customer understands and agrees that any costs or losses associated with (i) adding new programs or implementing a change or modification to NYPA Economic Development Power Programs or (ii) a change or modification to the specific allocation associated with the Account(s) participating in the NYPA Economic Development Power Programs during the term of this TC will be Passed Through to Customer as a Change in Law pursuant to the terms of the Master Agreement.

New York Tier 4 REC Program Costs: Customer's contract price does not include NY Tier 4 REC Program Costs. Such NY Tier 4 REC Program Costs are considered Passed Through charges under this TC and shall be passed through to Customer.

"New York Tier 4 REC Program Costs" means any costs related to the purchase of Tier 4 eligible renewable energy certificates ("**Tier 4 REC's**") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this TC).

For clarification purposes only:

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.

"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.

"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 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.

"NYPA Transmission Adjustment Charge Costs" means costs related to charges levied by the New York Power Authority (NYPA) to recover costs associated with upgrading and expanding the transmission system.

"NY Transmission Project Costs" means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the

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development of the transmission facilities and other projects under the NYISO's Comprehensive System Planning Process, as defined by the NYISO, including its Public Policy Transmission System Planning Process, Reliability Planning Process, Local Transmission Recovery, and other projects approved by and in compliance with FERC regulations, including Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this TC).

"NY Tier 1 REC Program Costs" means any costs related to the purchase of Tier 1 eligible renewable energy certificates ("Tier 1 REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302, provided, however, NY Tier 1 REC Program Costs do not include the changes implemented pursuant to the Order Modifying Clean Energy Standard Tier 1 Obligations issued and effective April 20, 2023.

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York (the New York Transmission Owner Transmission Solution ("TOTS")) as approved by the Federal Energy Regulatory Commission ("**FERC**") pursuant to order 154 FERC 61,196 issued on March 17, 2016, as may be amended or modified from time to time. If NY TOTS Project Costs are "Passed Through," under this TC then Customer's contract price does not include NY TOTS Project Costs, and such TOTS Project Costs shall be passed through to Customer. Customer shall be responsible for paying its pro rata share of the NY TOTS Project Costs.

"NYC UXT" means New York City Utility Excise Tax.

"NY ZEC Program Costs" means any costs related to the purchase of zero-emissions credits ("**ZEC's**") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302. If Fixed, then Customer's contract price includes NY ZEC Program Costs through March 31, 2029. If this TC has an End Date on or after March 31 2029, then costs related to NY ZEC Program Costs after such date shall be passed through to Customer as a Change in Law pursuant to the Master Agreement.

"Off Peak" means all hours other than 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".

"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
Niagara Mohawk Power Corporation	NIMO	1-800-867-5222

Section 2.3. Consumer Protections. Customer represents that the electricity supplied under this Agreement is not for use at a residence. Customer has previously designated Seller to the UDC as an authorized recipient of certain Customer information, including Customer's current and historical energy billing and usage data. This authorization will remain in effect during the initial term and any renewal term of this TC. However, Customer may rescind this authorization at any time by providing written notice to Seller or calling Seller at 1-888-262-4648, in which event Seller reserves the right to terminate this TC. The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us. Upon cancellation of this TC, Seller will provide Customer with a cancellation number.

Section 2.4. Utility issued Account numbers, usage and other Customer related Account(s) information. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this TC are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this TC or other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

[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.

Customer: Arkema Inc.

Signature: _____

DocuSigned by:
Signature: 
DBC6F2663414434...

Printed Name:

Printed Name: Anthony O'DONOVAN

Title:

Title: President & CEO

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

Date: 10 September 2024
Address: 900 1ST Ave
King OF Prussia, PA 19406-1308

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

Fax:
Phone:
Email:

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ACCOUNT SCHEDULE:

For: Arkema Inc.

The Pricing set forth below is only valid until 5:30 PM Eastern 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)
NIMO	1779937102	3289 GENESEE ST, PIFFARD, NY 145339745	12/28/24	10/27/26	\$0.01391

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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