# SPRAGUE OPERATING RESOURCES LLC NATURAL GAS TRANSACTION CONFIRMATION

**Date:** April 22, 2024 **Email Address:** npolce@littlefuse.com

Buyer: IXYS Integrated Circuits Division LLC deals@powerkiosk.com

Attn:Nestore Polce & NRG Kiosk LLCAgreement Date:May 17, 2022Deal #:Contract Number:MANGRA221899

This Transaction Confirmation is made pursuant to the terms and conditions of Sprague Operating Resources LLC Natural Gas Sales Agreement ("Agreement") entered into between the parties and dated May 17, 2022. In the event that the parties have not executed an agreement governing this sale of natural gas, this Transaction Confirmation shall be subject to the Sprague Operating Resources LLC Natural Gas Sales Agreement's terms and conditions, which the parties agree Sprague has provided to Buyer. As already orally agreed, Sprague and Buyer agree to the following transaction terms:

Delivery Period	Contract Quantity (MMBTU/day)	Price*	Delivery Information **
7/1/2024 to 7/31/2024	23.1	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
8/1/2024 to 8/31/2024	19.5	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
9/1/2024 to 9/30/2024	23.0	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
10/1/2024 to 10/31/2024	33.7	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
11/1/2024 to 11/30/2024	44.2	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
12/1/2024 to 12/31/2024	53.8	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
1/1/2025 to 1/31/2025	59.3	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
2/1/2025 to 2/28/2025	57.4	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
3/1/2025 to 3/31/2025	50.9	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
4/1/2025 to 4/30/2025	40.5	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
5/1/2025 to 5/31/2025	31.2	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
6/1/2025 to 6/30/2025	25.6	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
7/1/2025 to 7/31/2025	23.1	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
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11/1/2025 to 11/30/2025	44.2	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
12/1/2025 to 12/31/2025	53.8	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
1/1/2026 to 1/31/2026	59.3	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
2/1/2026 to 2/28/2026	57.4	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
3/1/2026 to 3/31/2026	50.9	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
4/1/2026 to 4/30/2026	40.5	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
5/1/2026 to 5/31/2026	31.2	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM
6/1/2026 to 6/30/2026	25.6	US\$5.474 Fixed	KeySpan (Boston Gas) TGP NDM

<sup>\*</sup> The Price shall also include any other charges set forth herein and all applicable Taxes, as defined in the Agreement.

### **Payment Terms:**

Buyer agrees to pay Sprague, via approved method, for all amounts invoiced within 30 calendar days of receipt of Sprague's invoice.

#### **Transaction Terms:**

Buyer shall pay Sprague the Price pursuant to each Delivery Period(s), plus any applicable utility capacity charges. In the event of an approved change to a transporter tariff and/or utility authorized capacity assignment and/or delivery point resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.

The Price by utility account is applicable for the Monthly Cycle Contract Quantity ("MCCQ") plus or minus any imbalances resulting from normal operations. The Meter Cycle Period ("MCP") shall be defined as the period beginning with the prior read date and ending with the current read date reported to Sprague by the local distribution company ("LDC"). The MCCQ shall be defined as the sum of the Daily Contract Quantities ("DCQ") for each day of the MCP. The Meter Cycle Usage Quantity ("MCUQ") shall be defined as Buyer's usage for the MCP reported to Sprague by the LDC.

<sup>\*\*</sup> The Delivery Information may include local distribution company, delivery pipeline, transportation tariff and other information relevant to natural gas delivery. Unless otherwise specified, the Delivery Point is the city gate interconnection between the LDC and the delivery pipeline.

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In the event of a material change, as determined by Seller, to either the operational or market dynamics in existence at the date on which this Agreement is executed, Sprague reserves the right to charge or credit a market-based price for any imbalances in excess of 25% of the daily pro-rata share of a defined DCQ.

Upon notice under Section 7 of the Natural Gas Agreement, Sprague shall have the right to renegotiate the contract terms and shall have the right to terminate service if a satisfactory resolution is not agreed to by the parties, and Buyer shall bear all costs Sprague incurs as a result of Buyer's failure to timely provide such notice to Sprague or as a result of termination of service, in accordance with the Natural Gas Sales Agreement.

Buyer understands and agrees that Sprague may pay a fee to NRG Kiosk LLC with regard to this Transaction Confirmation.

Absent a written agreement between the parties, in the event Sprague delivers Gas to the Buyer, and Buyer receives Gas from Sprague, beyond the above Delivery Periods(s), Sprague shall have the right to invoice Buyer for such Gas at a market-based price as determined by Sprague, which may be different from the above-stated Price, plus any imbalance charges, applicable utility capacity assignment charges and Taxes.

Buyer authorizes Sprague to obtain and review information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Sprague to determine whether it will commence and/or continue to provide energy supply service to Buyer and will not be disclosed to a third-party. Buyer's execution of this agreement shall constitute authorization for the release of this information to Sprague. This authorization will remain in effect during the term of the Agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration at the address given. Sprague reserves the right to cancel the Contract in the event Buyer rescinds the authorization.

Buyer may accept this Transaction Confirmation by signing below and emailing ContractAdministrationGroup@spragueenergy.com the signed confirmation via a PDF copy or faxing it to Sprague at (603) 430-5320. This Transaction Confirmation is not valid unless signed by a Sprague representative.

	<b>Sprague Operating Resources LLC</b>		IXYS Integrated Circuits Division LLC
By:		By:	
	Mark A. Roberts		
Title:	Managing Director, Natural Gas & Electricity Sales	Title:	
Date:		Date:	
Account	Manager: Special Accounts Team - (E-mail) pricing_des	k@sprague	eenergy.com

### SERVICE LOCATIONS

Service Address	<b>Utility Account Number</b>	Utility Meter Number	Capacity Type	Capacity MDQ
78 Cherry Hill Dr Beverly, MA 01915	4264817050	None	Assigned LLF	110.039