

Account Manager: Meyers, Joslyn DEAL NO. 1993232

(779) 231-5435

joslyn.meyers@constellation.com

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective **8/26/2021**, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and Pangea Ventures, LLC ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 9/7/2023

Buyer: Pangea Ventures, LLC

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

Facility Name: Pangea Ventures, LLC PHYS POOL ACCT

Delivery Period: 10/1/2023 - 9/30/2025 (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

<u>Contract Quantity (MMBtu):</u> Customer agrees that Constellation will have the exclusive right to determine usage nominations for this Facility.

Contract Price: \$4.31000/MMBtu 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.

<u>100% Swing:</u> The rate for all volumes consumed during the Delivery Period shall be the Contract Price listed herein, excluding any quantities fixed under a separate transaction confirmation.

Customer must notify Constellation of any Material Variation in usage. A "Material Variation" is defined as an increase or decrease of twenty (20) percent from the previous twelve (12) months' usage for each respective month. Variations related to weather are not considered a Material Variation. Notwithstanding anything in the Transaction Confirmation to the contrary, the rate for any Material Variation in consumption may be based on the then-current spot market price, as determined by Constellation in its reasonable discretion.

Page 1 of 4 DEAL NO. 1993232



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.

Should an operational flow order, or other utility or pipeline restrictions occur, Constellation will attempt to adjust Customer's daily nomination to match expected usage as determined by Constellation. The pricing of incremental volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

<u>Allocation:</u> Constellation will allocate the Contract Quantity listed herein among the Customer's separate facilities or meters at a later date.

Pipeline: CITIZENS

Delivery Point(s): CITIZENS POOL

Utility: CITIZENS

 $\begin{array}{c} \textbf{LDC Account No(s):} \\ 0040830000, 0161760000, 0225440000, 0232610000, 0245150000, 0281600000, \\ 0346420000, 0385400000, 0545220000, 0572310000, 0778230000, 1104500000, 1131300000, 1501070000, \\ 1621650000, 1944440000, 1968350000, 2010110000, 2275210000, 2476450000, 2517740000, 2523140000, \\ 2531430000, 2554550000, 2579430000, 2603070000, 2710750000, 3005170000, 3106450000, 3110130000, \\ 3387350000, 3621530000, 3704610000, 3750740000, 3790250000, 3881710000, 4014720000, 4040530000, \\ 4138050000, 4387110000, 4539660000, 4619130000, 4630160000, 4878700000, 4932020000, 4970960000, \\ 5122250000, 5277410000, 5803260000, 5944160000, 5946820000, 6018340000, 6382310000, 6421930000, \\ 6480120000, 6613840000, 6676640000, 6725160000, 6809540000, 6826700000, 6866820000, 6878820000, \\ 6950520000, 7062320000, 7104220000, 7202930000, 7331770000, 7742930000, 7795800000, 7928700000, \\ 8006910000, 8032720000, 8042240000, 8096360000, 8252560000, 8347700000, 8527240000, 8611060000, \\ 8768010000, 8860000000, 8918810000, 9010640000, 9056540000, 9121820000, 9615550000, 9799420000, \\ 9877520000, 9955620000, 9978830000 \end{array}$

<u>LDC Charge:</u> Customer acknowledges and agrees that any applicable Local Distribution Company ("LDC") charges assessed Constellation relating to delivery of natural gas for Customer to the Delivery Point, will be passed through to Customer.

LDC Account No(s): 18565439605, 18565439603, 18565439311, 18565439310, 18565439177, 18565439176, 18565439175, 18565439174, 18565439173,18565409262, 18565408836, 18565408826, 18565295130, 18565295128, 18565295126, 18565295125, 18565243035, 18565243034, 18565243033, 18565243032, 18565243031, 18565243030, 18565243029, 18565243028, 18565243027, 18565243026, 18565243025, 18565243024, 18565243023, 18565243022, 18565243021, 18565243019, 18565243018, 18565243017, 18565243013, 18565198885, 18565198043, 18565169318, 18565169316, 18565169315, 18565169314, 18565169313, 18565155488, 18565143385, 18565143384, 18565143383, 18565143382, 18565143381, 18565143379, 18565142048, 18565142047, 18565142046, 18565142045, 18565142043, 18565142041, 18565142040, 18565142039, 18565142038, 18565142037, 18565142035, 18565142024, 18565142022, 18565142021, 18565142020, 18565142019, 18565243020, 18565142044, 18565142042, 18565142027, 18565142026, 185651137380, 185651137381, 185651137380, 185651137399, 185651137384, 185651137381, 185651137364, 185651137363, 185651137362, 185651137361, 185651137360, 185651137358, 185651135534, 18565113512, 18565143380, 18565143386, 18565143386, 18565175111, 1856574985,

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DEAL NO. 1993232

Page 2 of 4



18565175022, 18565142028, 18565142025, 185651137410, 18565305782, 18565262202, 18565266541, 18565439308, 18565262153, 18565266526, 18565175074, 18565266543, 18565305737

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.

<u>Default Service</u>: 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)

Page 3 of 4 DEAL NO. 1993232



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.

Pangea Ventures, LLC

DocuSigned by:

atrick Borchard

Constellation NewEnergy-Gas Division, LLC

ewellergy-das Division, LLC

amanda Stewart

By:

Name:

Amanda Stewart Name: Patrick Borchard

Title: Vice President- Retail Ops Title: CFO

Date: 9/7/2023 3:05:47 PM Date: 9/8/2023

Customer ID PA-206444 Contract No. CNEG46710 Deal No. 1993232

Page 4 of 4 DEAL NO. 1993232