



Account Manager: Dye, Brian C
 (779) 231-5767
 brian.dye@constellation.com

DEAL NO. 2162810

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective **7/1/2010**, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and Mid-America Technology Center ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 4/15/2024

Buyer: Mid-America Technology Center

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

Facility Name: Mid-America Area Vo-Tech School PHYS POOL ACCT

Delivery Period: 7/1/2024 - 6/30/2025 (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 Index

Index Price: To be based on the prices published in "Inside FERC's Gas Market Report" for the reference month applicable to the calculation period, in the section "Monthly Bidweek Spot Gas Prices" for Oneok, Okla..

Contract Month	Year 2024		Year 2025	
	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price
January			1,202.0	\$0.37000
February			905.0	\$0.37000
March			479.0	\$0.37000
April			224.0	\$0.37000
May			68.0	\$0.37000
June			25.0	\$0.37000
July	15.0	\$0.37000		
August	21.0	\$0.37000		
September	53.0	\$0.37000		
October	182.0	\$0.37000		
November	426.0	\$0.37000		
December	823.0	\$0.37000		

US\$ Rounded to five decimal places
 Plus applicable taxes

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

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.

Alternative Pricing Mechanism: The above described index pricing may be amended by a mutually agreed to fixed, NYMEX based, price arrangement at any time during the Delivery Period herein. Upon expiration of such a fixed price arrangement before the end of the Delivery Period, the pricing mechanism shall return to the index pricing of the Delivery Period herein.

NYMEX Trigger Rights: Customer has the right to trigger the NYMEX price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX settlement for each applicable month.

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

Pipeline: OGT

Delivery Point(s): EXELON POOL

Utility: ONG

LDC Account No(s): 210439137 1401377 021, 210441105 1403075 021

Special Provision: If this Transaction Confirmation is terminated early for any reason, Constellation shall determine, for each remaining month of the Delivery Period, (i) the value of the Contract Quantity at the Contract Price (the "Contract Value") and (ii) the value of the Contract Quantity based on then-current market pricing (the "Market Value"), such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to Constellation if the opposite is the case. The owing party will be required to make any such termination payment in accordance with the payment terms of the Gas Supply Agreement.

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

Period of Daily Balancing: Should an operational flow order or period of daily balancing occur, Constellation will attempt to adjust Buyer's daily nomination to match expected usage as determined by Constellation. The incremental increased or decreased volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

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 12 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

Mid-America Technology Center

By: *Amanda Stewart*

By:

Name: Amanda Stewart

Name:

Title: Vice President- Retail Ops

Title:

Date: 4/17/2024 11:39:35 AM

Date:

Customer ID PA-124291

Contract No.

Deal No. 2162810