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DEAL NO. 2379529

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective **1/7/2022**, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and Meridian CUSD 223 ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 3/12/2025

Buyer: Meridian CUSD 223

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

Facility Name: Meridian Cmty Unit SD 223 PHYS POOL ACCT

Delivery Period: 7/1/2025 - 6/30/2026 (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 Index

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

Index Price: To be based on Natural Gas Intelligence's ("NGI") Bidweek Survey, under the column heading "AVG" on the first business day of each month during the calculation period for Chicago Citygate.

Year 2025			Year 2026	
Contract Month	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price
January			4,265.0	\$0.08900
February			3,510.0	\$0.08900
March			2,971.0	\$0.08900
April			1,846.0	\$0.08900
May			515.0	\$0.08900
June			86.0	\$0.08900
July	61.0	\$0.08900		
August	89.0	\$0.08900		
September	232.0	\$0.08900		
October	1,310.0	\$0.08900		
November	2,521.0	\$0.08900		
December	3,658.0	\$0.08900		

US\$ Rounded to five decimal places
Plus applicable taxes

Volume: 1 MMBtu=10 THERMS

Price: Per MMBtu price / 10=per THERM price



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.

100% Swing: 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 and subject to any Material Variation in usage as described below.

Customer must provide to Constellation advance notice of any Material Variation in usage. A "Material Variation" is defined as an increase or decrease of twenty (20) percent from the estimated usage for each respective month listed in the table above to this Transaction Confirmation, which was utilized by Constellation to provide pricing for this transaction. 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. Note that the estimated usage listed in the table above is to be used only for purposes of determining Material Variation and is not the same as Customer's forecasted usage for management of operational flow orders (or other utility/pipeline restrictions), which will instead be based on then-current usage forecasts at the time of the order or restriction.

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.

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: NICOR

Delivery Point(s): NICOR CITYGATE

Utility: NICOR

LDC Account No(s): 1301132000, 3934132000, 5751132000, 9911132000

Utility Data Exchange Fee: The price referenced herein does not include the utility Bulletin board charges or utility pooling fees, where applicable, which are billed to Customer as a separate monthly line item by Constellation.



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

Meridian CUSD 223

By: 

By:

Name: Amanda Stewart

Name:

Title: Vice President- Retail Ops

Title:

Date: 3/12/2025 3:03:37 PM

Date:

Customer ID PA-638021
Contract No. CNEG47727
Deal No. 2379529