Constellation.

Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us 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 $.005270/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.
Third Party Compensation Disclosure	We pay Municipal Electric and Gas Alliance, Inc. which is your broker or consultant, $.00150/kwh. In addition, brokers or consultants may separately receive other forms of compensation such as tickets to or participation in events. In the event of a change in market conditions (such as an intra-day move) between the time this contract is sent to you and the time it is signed/returned that would otherwise necessitate increasing your contract price, as a courtesy to you, Constellation and your broker or consultant *may* jointly decide to adjust down the broker or consultant fee to mitigate any negative market impacts so your overall price remains unchanged.
Fixed or Variable, (explanation of how the price is determined):	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).

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	Energy Cost	Fixed
	Ancillary Services And Other ISO Costs	Fixed
	Capacity Costs	Fixed
	Line Loss Costs	Fixed
	NYPA Transmission Adjustment Charge Costs	Price Adjustment
	NY CFC Transmission Costs	Price Adjustment
	NY Transmission Project Costs	Passed Through
	NY Tier 1 REC Program Costs	Price Adjustment
	NY Tier 4 REC Program Costs	Price Adjustment
	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.

Price(s) for **Fixed Price Solutions:**

First Available Start Date	Last Available End Date	Retail Service Price ($/kWh)
11/07/26	11/30/29	$0.11365

* 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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WALLKILL CENTRAL SCHOOL DISTRICT ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions. For each of the items listed as "Price Adjustment" below, it means that we have included these costs in your contract price based on prices for the Account(s) as determined by the applicable UDC or ISO as of the date the parties' execute this Agreement, and we will pass through to you any future changes, (upward or downward) to such cost component, based on changes in such costs during the term of this Agreement. For purposes of clarity, depending on the UDC, such cost component that is listed as Price Adjustment may change prior to the Start Date which will be reflected in a future adjustment and any such adjustments may occur more than once during any calendar year.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NYPA Transmission Adjustment Charge Costs	Price Adjustment
NY CFC Transmission Costs	Price Adjustment
NY Transmission Project Costs	Passed Through
NY Tier 1 REC Program Costs	Price Adjustment
NY Tier 4 REC Program Costs	Price Adjustment
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Fixed

The contract prices contained in the Account Schedule include any credit costs and margin. 202(c) Costs (defined below) will be passed through to you.
In addition to the Cost Components in the table above, you will be charged, the costs associated with each of the following items/charges listed below will be Passed Through to you:
New York Bulk Energy Storage Costs ("NY BES Costs"): Your contract price **does not include** NY BES Costs. Such NY BES Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement. You shall be responsible for paying your pro rata share of the NY BES Costs.

> **"NY BES Costs"** means any current or future costs related to bulk energy storage program associated with NY PSC Case 18-E-0130 – In the Matter of Energy Storage Deployment Program and the associated "Order Approving Implementation Plan with Modifications" effective February 15, 2025, as may be amended or modified from time to time.

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

> **"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

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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 you have elected or elect any time during the term of this Agreement to participate in and receive power for your Account(s) under this Agreement (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 you understand and agree 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 your Account(s) participating in the NYPA Economic Development Power Programs during the term of this Agreement will be Passed Through to you as a Change in Law pursuant to Section 5 below.

For clarification purposes only:

Capacity Cost (Fixed): You have elected the **"Fixed"** option for **"Capacity Costs"** as noted in the table above. **"Fixed"** means Seller has included Capacity Costs in Your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with Your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, Your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in Your Capacity Costs based on the UDC's regular adjustments to Your ICAP Tag (kW). **"ICAP Tag (kW) "** means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO.

For the purposes of Line Loss Costs, UDC Metered Usage will be utilized.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. 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. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + $.005270/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest 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

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highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect. You represent and warrant that, to the extent you have used a broker or consultant (as defined by the DPS) other than the broker or consultant disclosed in this Agreement (if any), you are paying such broker or consultant directly and have confirmed that such broker or consultant has all required licenses and registrations required by the DPS.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections. 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.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Central Hudson Gas and Electric	CHGE	1-800-527-2714

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Signature: _____

Printed Name:
Title:

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration
Phone: **844-636-3749**

Customer: Wallkill Central School District

Signature: _____

Printed Name: Brian Devincenzi
Title: Assistant Superintendent
Date: 9/9/2026
Address:

Phone:
Email:

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General Terms and Conditions

1. Definitions.

"**202(c) Costs**" means costs resulting from the Department of Energy's Orders issued under Section 202(c) of the Federal Power Act requiring certain wholesale generation facilities to remain operational due to potential shortages of power in the applicable ISO-territory.

"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 Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we 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.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs, to the extent not already included within the applicable Energy Costs, associated with the difference between (i) the usage recorded by the UDC ("**UDC Metered Usage**") and (ii) the ISO settlement volumes. The difference between these two values constitutes the "**Line Loss Usage**," and the sum of UDC Metered Usage and Line Loss Usage constitutes the "**Total Quantity.**" If Line Loss Costs are designated as **"Fixed"**, below the Cost Component table will specify whether: (a) **UDC Metered Usage** will be utilized, in which case the contract price will be applied solely to UDC Metered Usage for invoicing purposes; or (b) the **Total Quantity** will be utilized, in which case the contract price will be applied to the Total Quantity. If Line Loss Costs are designated as **"Passed Through"**, such costs are excluded from the contract price and will be invoiced as a separate line item. Passed-through Line Loss Costs will be calculated using the applicable LMP for the Line Loss Usage only.

"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 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.

"**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 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 Agreement).

"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.

"**NY 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 Agreement).

"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 during the term of this Agreement.

"NY ZEC Program Costs" means any cost 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, as may be amended or modified from time to time.

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

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due.

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We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) 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, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution,

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delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. An e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:
For: Wallkill Central School District
The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on September 9, 2026

We 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 or 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: 16

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
CHGE	21003099906 1000299366	BAUMER RD, WALLKILL, NY 125899801	11/30/26	11/29/29	$0.11365
CHGE	21003659576 1000366480	PO BOX 310, WALLKILL, NY 125893712	11/25/26	11/24/29	$0.11365
CHGE	21003659709 1000366481	PO BOX 310, WALLKILL, NY 125893712	11/25/26	11/24/29	$0.11365
CHGE	21003659915 1000366482	PO BOX 310, WALLKILL, NY 125893712	11/25/26	11/24/29	$0.11365
CHGE	21003670227 1000366483	PO BOX 310, WALLKILL, NY 125893712	11/25/26	11/24/29	$0.11365
CHGE	21003766843 1000366625	RT 208 EB U-44.1SI WALLKILL MIDDLE SCHOOL, WALLKILL, NY 125899301	11/25/26	11/24/29	$0.11365
CHGE	21003767379 1000366628	RT 208WB U-44SI WALLKILL MIDDLE SCHOOL, WALLKILL, NY 125899301	11/25/26	11/24/29	$0.11365
CHGE	21003801608 1000354745	RT 32 SIGNALS N, PLATTEKILL, NY 12568	11/13/26	11/12/29	$0.11365
CHGE	21003832249 1000367154	VIOLA ST/SECOND ST, WALLKILL, NY 12589	11/27/26	11/30/29	$0.11365
CHGE	21003928708 1000397220	1270 RT 32, PLATTEKILL, NY 12568	11/15/26	11/16/29	$0.11365
CHGE	21004055980 1000397980	821 PLAINS RD PUMP 5, WALLKILL, NY 125894043	11/20/26	11/19/29	$0.11365
CHGE	21004090003 1000398013	ROBINSON DRIVE, WALLKILL, NY 12589	11/20/26	11/19/29	$0.11365
CHGE	21004090128 1000398014	RT 208/ROBINSON DR, WALLKILL, NY 12589	11/20/26	11/19/29	$0.11365
CHGE	21004091134 1000398022	RT 208 WALLKILL MIDDLE SCHOOL, WALLKILL, NY 125899301	11/20/26	11/19/29	$0.11365
CHGE	21004093817 1000399243	48 MILL ST LEPTONDALE ELEM SCHOOL, Leptondale Elem School, WALLKILL, NY 12589-9520	11/07/26	11/05/29	$0.11365
CHGE	21004114522 1000398136	137 VIOLA AVE OSTRANDER ELEMENTARY, Ostrander Elementary, WALLKILL, NY 12589	11/20/26	11/19/29	$0.11365

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Payments to Certain Third-Parties: You acknowledge and understand that Constellation is paying a marketing fee to Municipal Electric and Gas Alliance, Inc. in connection with its efforts to facilitate our entering into this Agreement. Municipal Electric and Gas Alliance, Inc. is not a representative or agent of Constellation.

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