

COVER SHEET

Proposer Information

Company Name	Constellation New Energy - Gas Division, LLC
Address	9400 Bunsen Parkway, Ste 100
City, State, Zip	Louisville, KY. 40220
Main Phone	800-900-1982

Contact Person Information

Name	Michael Granstaff
Job Title	Sr. Business Development Manager
Phone	913-593-3071
Alt. Phone	
Email	michael.granstaff@constellation.com

Signature Amanda Stewart

Date: 08/19/2026

PRICE QUOTE

Please show how much your company will charge above the SSCGP First of the Month Index. This is the only acceptable type of price quote.

Year 1 \$ \$0.2384 12-mo excl fuel & transport

Year 2 \$ \$0.2510 24-mo excl fuel & transport

Year 3 \$ \$0.2720 36-mo excl fuel & transport

If your company does not offer three-year contracts, how long would your contract run? _____ years

Complete your price quote in one of two ways:

- 1) Complete a price quote for each year of the contract.
- 2) Complete a price quote for the first year of the contract and show the maximum percentage increase for years 2-3.

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

Signature: Amanda Stewart

Name and Title: Amanda Stewart

Company Name: Constellation NewEnergy - Gas Division, LLC

Date: 08/19/2026

LOBBYING CERTIFICATION

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: Amanda Stewart

Name and Title: Amanda Stewart, Vice President Retail Ops

Company Name: Constellation NewEnergy - Gas Division, LLC

Date: 08/19/2026

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: Amanda Stewart

Name and Title: Amanda Stewart Vice President Retail Ops.

Company Name: Constellation NewEnergy - Gas Division, LLC

Date: 08/19/2026

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: Amanda Stewart

Name and Title: Amanda Stewart Vice President Retail Ops.

Company Name: Constellation NewEnergy - Gas Division, LLC

Date: 08/19/2026



RFP / Topeka Metropolitan Transit Authority Proposal

August 20th, 2026

Submitted by:

Constellation NewEnergy – Gas Division, LLC

9400 Bunsen Parkway

Suite 100

Louisville, KY 40220

Tel 800.900.1982

www.constellationenergy.com

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This submission includes proprietary and confidential information belonging to Constellation. By accepting this RFP submission the recipient agrees to take reasonable precautions to protect such confidential information, including that the information will not be duplicated, used, or disclosed to third parties, in whole or part, for any purpose other than evaluation of the RFP.



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August 20, 2026



Richard D. Appelhanz

Chief Financial Officer

Topeka Metropolitan Transit Authority <Department>

201 N. Kansas Ave.

Topeka, KS. 66603

RE: Response to the Natural Gas 2026 RFB TO-27-01 (the "RFP")

Dear Mr. Appelhanz,

Constellation NewEnergy - Gas Division, LLC ("Constellation"), a subsidiary of Constellation Energy Corporation (NASDAQ: CEG), is pleased to offer the attached proposal. As a leading supplier of energy in North America, Constellation is uniquely qualified to serve as your retail energy supplier.

Per your request to meet your energy needs we are prepared to offer you the product(s), term(s), and price(s) set forth in the attached supply agreement.

The proposal is subject to the terms and conditions described in the attached supply agreement and is subject to the approval of Constellation's Credit Department. The final supply agreement is not valid until countersigned by an authorized representative of Constellation.

Constellation's success is built upon our focus on customer satisfaction. We are the chosen supplier of approximately two and a half million customer accounts nationwide from coast-to-coast, including 80% of the Fortune 100. Constellation is committed to providing you with superior service, market insight and comprehensive energy solutions to help you manage your energy strategy.

Thank you for the opportunity to submit our response to this RFP. We look forward to the opportunity to meet your unique energy needs.

Please do not hesitate to call if you have any questions.

Regards,

Michael Granstaff

Sr. Business Development Manager

913-593-3071

Michael.granstaff@constellation.com



Company Information

Headquartered in Baltimore, Constellation Energy Corporation (Nasdaq: CEG) is the nation's largest producer of clean and reliable energy and a leading competitive retail supplier, serving approximately 2.5 million customer accounts nationwide, including 80% of Fortune 100 companies.

With 55 gigawatts of capacity from nuclear, natural gas, geothermal, hydro, wind and solar facilities, our fleet has the generating capacity to power the equivalent of 27 million homes, providing about 10% of the nation's clean energy and delivering the around-the-clock reliability needed to power America's growing economy.

In 2026, Constellation combined with Calpine, creating the nation's largest producer of electricity. With millions of customers depending on the company every day, the combined organization will deliver reliable, clean power that keeps America moving forward. By uniting Constellation's zero-emission nuclear fleet with Calpine's industry-leading natural gas and geothermal generation, the company is building the foundation for America's next great era of innovation – powering the data centers, advanced manufacturing facilities and critical infrastructure that will define the AI age and secure the nation's economic leadership.

Disclaimers

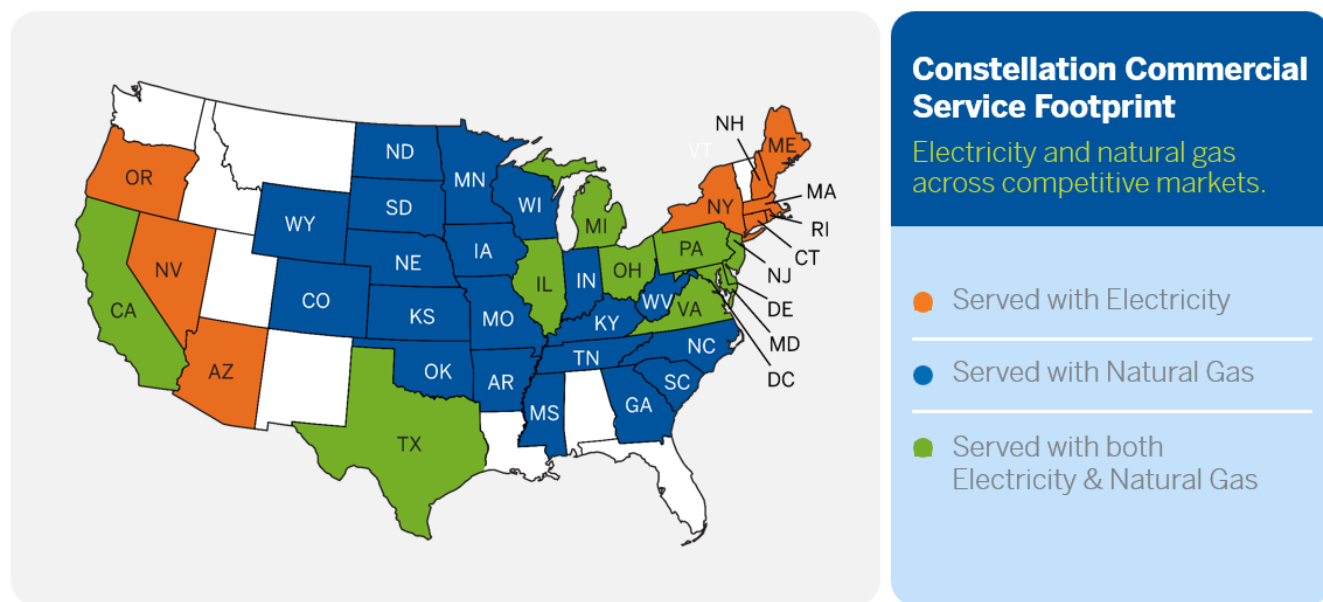
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The information contained herein has been obtained from sources which Constellation NewEnergy, Inc. and Constellation NewEnergy-Gas Division, LLC (together, "Constellation") believe to be reliable. Constellation does not represent or warrant as to its accuracy or completeness. All representations and estimates included herein constitute Constellation's judgment as of the date of this document and may be subject to change without notice. This material has been prepared solely for informational purposes relating to our business as a physical energy provider. We are not providing advice regarding the value or advisability of trading, or soliciting or accepting orders for, swaps, options or futures, or any other activity which would cause us or any of our affiliates to be considered a commodity trading advisor or introducing broker under the Commodity Exchange Act. These materials are not intended as a recommendation of, or advice in connection with, a municipal financial product or an issuance of municipal securities. Constellation is not a municipal advisor (within the meaning of the Securities and Exchange Commission's rules as to the Registration of Municipal Advisors), is not making any financial recommendations to you and is not providing any financial advice. Constellation is not your agent, advisor or fiduciary. Constellation has not assumed, and does not owe, a fiduciary duty to you (within the meaning of the Securities and Exchange Commission's rules as to the Registration of Municipal Advisors, or otherwise) with respect to the information and material contained herein. You should discuss information of a financial nature with internal or external advisors and experts that you deem appropriate before taking any action related



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National Energy Leadership and Expertise – Constellation’s Commercial Customers



Retail electric supply is available in AZ, CA, CT, DC, DE, IL, ME, MD, MA, MI, NH, NJ, NV, NY, OH, OR, PA, RI, TX and VA. Retail natural gas supply is available in AR, CA, CO, CT, DC, GA, IL, IN, IA, KS, KY, ME, MD, MI, MN, MO, ND, NE, NJ, NC, OH, OK, PA, SC, SD, TN, TX, VA, WI and WY.

Experience

Constellation has been a leader in the competitive energy business since the advent of open markets. In 1995, we began serving retail energy customers in the newly competitive electricity market. Today we have teams of energy professionals in each of our local markets and are leading advocates in helping to shape energy markets throughout North America.

Customer Service

We regularly receive high ratings from customers in customer satisfaction surveys. We know our customers have a choice, and our goal is to provide a consistently high level of service to ensure that their choice of an energy supplier is effortless.

Products

We tailor our products to fit your needs, bringing you the right product at the right price. We provide innovative supply-side products and services that enable you to manage your total energy costs and mitigate the effects of volatile energy prices.



Values

You can depend on us. Honesty and integrity are at the core of the way we do business. We demonstrate this through our personalized relationships with customers, our openness with contracts and our involvement in our communities. We honor our commitments.

Corporate Organization

Our business strategy includes a focus on the following areas:



Low Emissions Generation Fleet

- #1 producer of low or emissions-free 24/7 energy in the U.S., producing approximately 10% of the nation's emissions-free power
- Innovative products support emissions-free solutions for customers and drive high customer satisfaction levels
- Generated ~188 TWhs of emissions-free energy from our nuclear, solar, wind and hydroelectric assets in 2025, avoiding ~126 million metric tons of carbon dioxide
- 94.7% capacity factor at our nuclear plants
- Ability to extend our nuclear fleet to 80 years providing 24/7 emissions-free power through 2050 and beyond



Industry Leading Customer Business

- #3 in mass market customers served
- 77% C&I power renewal rate in 2025
- 84% C&I gas renewal rate in 2025
- Top 10 natural gas provider in the U.S.
- Serves 80% of the Fortune 100
- 2.0 million customer accounts in 2025
- 204 TWhs of load served in 2025
- Operates in 48 states and the District of Columbia, Canada and the United Kingdom



Supporting our Communities

- Donated approximately \$24.5 million to charitable causes, including \$5.6 million from employee contributions
- More than 17,800 employees nationwide following the acquisition of Calpine
- Employees volunteered more than 128,900 hours in 2025
- Certified in 2025 by Great Place to Work for the third year in a row
- Fortune Best Workplaces in Manufacturing and Production in 2025
- 2025 Points of Light Civic 50 and the Sector Leader for Energy

Energy Generation

We are America's largest producer of clean energy. We're focused on securing America's energy future with resilient energy sources that businesses, homes and public sector customers can rely on. Our diverse fleet of nuclear, hydro, wind, solar, geothermal and natural gas generation facilities generate about 10% of the nation's emissions-free electricity, producing over 55 gigawatts of capacity.

Our customers count on us to generate and provide electricity that's secure, resilient and available 24/7. We operate the U.S.' largest fleet of emissions-free nuclear power plants with an industry-leading nuclear capacity factor of 94.7%.



Competitive Energy Sales

We provide an array of innovative energy products and services to customers across the U.S. We currently serve approximately two and a half million customer accounts nationwide, including 80% of the Fortune 100.

Driving Competition and Customer Choice

As a leading competitive energy provider, we maintain a strategic presence in key competitive markets and believe that competition drives choice, innovation and savings for businesses and residential customers alike. We champion competitive power markets as the best framework for meeting important economic and environmental policy objectives, including ensuring the nation's shift to a cleaner energy supply in the most cost-effective manner.

Advancing Clean Energy

We believe that clean energy is the key to a brighter, more sustainable future. We have the nation's cleanest and most reliable power generation portfolios, and we provide customers with clean energy solutions including renewable energy certificates, offsite renewable energy solutions, energy efficiency services and real-time energy management.

Constellation Commercial Offerings

Our Businesses	Quick Facts
Retail Supply	• Natural Gas: 1.14 Tcf load served across commercial and industrial, residential, wholesale, LDC and municipal customers (2025) • Retail Power: 204 TWh load served (2025) • Energy Efficiency: 205k metric tons (2025) reduction of CO₂ from energy efficiency projects • Trusted supplier to 80% of the Fortune 100 • Approximately two and a half million customer accounts nationwide
Wholesale Supply	Wholesale marketing and transaction efforts are focused on the competitive electricity markets nationwide. Customers include: • Municipal electric utilities • Cooperative and investor-owned utilities • Aggregators • Merchant participants • Major commodity trading houses



	• Retail energy suppliers • Power plant operators (asset management and fuel supply)
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Business Development Manager’s Background

Michael Granstaff

A business development professional with more than 40 years of broad-based experience in multiple energy industry sectors including natural gas, electricity, crude oil, and refined products. Clients served include crude oil and natural gas producers, refiners, petroleum marketers, small to medium commercial and industrials, as well as Fortune 100 companies. At Constellation Granstaff works with commercial, industrial, and government entities in the Kansas and Missouri area to assist in the management of energy costs and energy usage as it relates to natural gas, electricity and GHG emissions.

Professional History

Granstaff has overseen the management of corporate energy activities to include natural gas, electricity, and refined products procurement, price risk management development and execution, energy efficiency development, greenhouse gas management, utility budget development, and energy market analysis. Prior to Constellation, he spent 11 years as Vice President – Supply Side Services for American Energy Solutions, Inc. and had direct oversight of the Client Services Division that managed \$1 billion of annual energy spend. Granstaff was Principal with TW Energy Consulting for 12 years prior to its merger with American Energy. He also held the roles of Refined Products Scheduler and Wholesale Marketing Representative for Koch Refining Company, a Division of Koch Industries, Inc.

Financial Information

Constellation’s ultimate parent is Constellation Energy Corporation (NASDAQ Ticker Symbol CEG). Constellation NewEnergy, Inc.’s Tax I.D. # is 95-4714890 and Constellation NewEnergy-Gas Division, LLC’s Tax I.D. # is 87-1210716. Constellation NewEnergy, Inc. was incorporated in the State of California on January 17, 1995 and later in the State of Delaware on August 27, 1998. Constellation NewEnergy, Inc. and Constellation NewEnergy-Gas Division, LLC do not have a credit rating with the rating agencies.

Constellation Energy Corporation owns Constellation Energy Generation, LLC, the indirect parent of the retail entities. Ratings of Constellation Energy Generation, LLC are noted below:

- Senior unsecured long-term credit ratings are as follows:
 - S&P: BBB+; Moody’s: Baa1
- Long-term credit ratings are as follows:
 - S&P: BBB+; Moody’s: Baa1
- Dun & Bradstreet Number: 879723468

Constellation’s most recent SEC filings and financial information can be found at: <https://investors.constellationenergy.com/financial-information/sec-filings>

Energy Market and Policy Insights

Our customers get access to our energy professionals. From real-time social media and blog updates to monthly webinars and weekly market updates, our professional analysts help you understand key trends and drivers in the energy markets, the newest energy technology and management practices and what's relevant in the state and federal energy policy arena.

Environment

Environmental Principles

We understand the strategic importance of environmental sustainability to our business and recognize that environmental performance and commitment are important to our customers, investors, and employees. We have built our business strategy on the fundamental principle that a clean, reliable, and affordable energy portfolio is essential to sound public policy and to sustainable investor value. Community and environmental responsibility are part of our core values, and we have been committed to delivering innovative products and services to our customers so that they can achieve their sustainability objectives. Together, the combined focus on environmental sustainability is a powerful element of our sustainable growth strategy.

Learn more about our environmental stewardship at:

<https://www.constellationenergy.com/impact/sustainability/environmental-stewardship.html>

Natural Gas Supply

Constellation NewEnergy-Gas Division, LLC service offerings include:

- Risk management and financial hedge services
- Competitively priced natural gas supply
- Experience with major natural gas pipelines
- Complete transportation arrangements: firm and interruptible service, storage and balancing
- Nomination and scheduling services
- Flexible contract terms, including multiple pricing and contract length options

By applying our knowledge and experience to innovative supply, transportation, procurement, and risk management offerings, we have set new industry standards and established best practices.

Natural Gas Products:

Given the vast amount of information and suppliers in today's natural gas market, businesses often struggle to identify the most cost-effective gas procurement strategy for their energy spend. You are faced with diverse and challenging objectives. Fortunately, there are several options to be considered to meet those objectives.

We assist you by factoring in your goals and objectives alongside current and future market risks and opportunities to help customers develop and implement the most cost-effective solutions.

With our transactional price solutions, businesses can fix all or a portion of their gas volume while purchasing the remainder at a spot or index price. We also offer a host of full-service solutions that range from simple to complex, with varying degrees of budget certainty and risk.

SmartPortfolio



SmartPortfolio allows you to proactively reduce your price risk and achieve greater long-term budget certainty by layering in a combination of spot and locked price.

Managed Portfolio Services (MPS)

With this simple, full-service natural gas model, you receive market intelligence and ongoing management to meet cost-related objectives and save time.

Minimize Volatile Pricing (MVP)

The MVP program allows you to take advantage of a proven systematic price-locking program that attempts to reduce natural gas price volatility through staged purchases.

Natural Gas Choice Program

Small businesses located in competitive markets can benefit from a selection of simple, easy-to-understand solutions.

Renewable Natural Gas (RNG)

RNG is pipeline-quality natural gas derived from the decomposition of organic matter, also known as biogas. Once processed, RNG is injected into the interstate pipeline to be used like standard natural gas, with the added benefit of reducing Scope 1 carbon emissions.

Carbon Offsets

You can offset your carbon emissions by utilizing carbon offsets, a verified reduction in carbon dioxide emissions used to indirectly offset Scope 1 or Scope 3 GHG emissions.

Product and Market Experience

We offer unparalleled breadth and depth in every category that is critical to fulfilling your business's natural gas requirements.

Supply	Active market participant in all major supply basins and trading points in America
Transportation	Active on more than 80 interstate pipelines on a daily basis
Distribution	Schedule, nominate and balance on 150+ LDCs
Risk Management	Unique and proven programs offered to facilitate purchasing strategies
Tariffs	Experience managing 150+ LDC and pipeline tariffs
Reporting	In-house systems managing over 16,000 customer facilities
Operation	Managing supply, transportation and distribution 24 hrs/day
People	Over 250 Energy Management Professionals

Risk Management and Purchasing Options

We combine traditional natural gas procurement with today's risk management strategies. Using cutting-edge information to manage risk in today's volatile energy market, our effective strategies impact more than 70 percent of your total costs by:

- Minimizing overall costs



-
- Reducing price volatility
 - Stabilizing cash flow
 - Protecting corporate profits
 - Achieving a high level of predictability

Our customized portfolio management includes the following risk management products:

The SmartPortfolio program is a complete approach for managing physical natural gas purchases. SmartPortfolio manages spot market gas deliveries and locks in a fixed price over time for elected volumes. The goal of SmartPortfolio is to provide a time diversified gas price that uses an algorithmic approach to risk. Our managed products have evolved into diversified purchasing strategies that help you manage natural gas supply over time, using a disciplined approach to reduce exposure to price volatility. This reduces exposure to volatile price swings to achieve an average, more consistent price over time.

The Minimize Volatile Pricing (MVP) program allows you to take advantage of a proven systematic price-locking program that attempts to reduce natural gas price volatility through staged purchases. A series of mathematical price targets and overlays is used to determine the timing of locking in purchases. The program can be used with various price-locking and/or spot market strategies to create a diversified energy procurement plan. The MVP program uses a disciplined approach that saves time and eliminates emotions and guesswork. A diversified transactional approach minimizes risk associated with a “single transaction.”

Billing and Invoicing Services

Upon credit approval, we can offer our standard payment terms – typically net 10 days from the date of the invoice.

A monthly invoice is sent by the 10th business day of the month. The invoice is also posted on our digital platform for your convenience. Your invoice will show the quantity and unit price of gas delivered during the prior month as well as any true-ups or adjustments for actual consumption and any utility charges if Constellation NewEnergy-Gas Division, LLC provides a consolidated billing service.

Customers can remit the invoiced amount to a bank cash collateral account, established by Constellation NewEnergy-Gas Division, LLC, by check, wire, transfer, or other Constellation NewEnergy-Gas Division, LLC approved electronic method.

Reporting and Customer Data Access

We strive to provide the best-in-class online account management tools. Our digital platform has new features and can streamline reporting to help customers better manage their energy needs 24/7. Our digital platform provides:

- Easy access to facilities and accounts in a modern user interface
- Quick access to account information from a mobile phone and tablet
- Enhanced online bill pay and auto-pay, now including debit and credit card payments
- Visually enhanced energy usage dashboards
- Customized logins for multiple company employees



Constellation Energy Solutions (CES)

We help government, healthcare, education and commercial customers complete significant infrastructure improvements by leveraging forward-thinking technologies so they can save money and achieve their sustainability and efficiency goals. We take the time to understand your unique mission and operational goals to design a customized plan that leverages existing infrastructure, forward-thinking technology, data, systems integration, and alternative energy solutions.

We integrate data-driven insights with the latest energy technologies to help you make strategic decisions to transform your building systems into efficient and sustainable environments to work, learn, and thrive.

Upgrade Infrastructure and Systems

Our efficiency solutions enable you to modernize infrastructure to deliver positive operational, environmental, and financial outcomes.

Operational Cost Savings

Our customized project plans combine energy-related equipment, infrastructure improvements, smart technologies, and critical system upgrades that could help generate operational and energy cost savings.

Gain Insight Through Analytics

Our robust suite of analytics tools provides 24-hour visibility and critical energy systems management to identify and resolve potential challenges quickly before any negative financial or operational impact occurs.

Achieve Sustainability

Address your sustainability goals with our mix of renewable and clean energy technologies. Plus, our real-time data output tracks your sustainability progress and can be adjusted as needed – so you can stay on track.

Create Optimized Environments

Whether a hospital building or an elementary school, maintaining optimal temperatures and healthy air quality is crucial. We have the experience required to identify, install, and support the most current products and technologies to keep your mission-critical environment healthy and optimized.

Energy Efficiency Program Features

High-Impact Measures (included in most energy efficiency projects)

- Lighting retrofits
- Building automation controls
- Water conservation
- HVAC upgrades

Capital Measures (long-term energy efficiency engagements)

- Boiler upgrades – savings depends on the facility size and heating needed



-
- Roof repairs/upgrades – largely critical to facility modernization
 - Insulation/window upgrades – smaller financial benefits but highly desired for increased comfort and aesthetics

Efficiency Made Easy® (EME)

Our Efficiency Made Easy® (EME) program helps you identify, implement, and fund efficiency improvements that can help reduce energy costs, modernize facilities and meet sustainability goals, through flexible funding. We align your project scope, energy efficiency and business needs with pre-approved third-party providers that meet specific requirements to deliver, identify and develop high impact projects. You may realize cost savings through a reduction in consumption and an improved load profile, which may positively impact future energy costs and environmental health and safety (EHS) goals.

Managing total energy cost over time requires an energy strategy focused on quantity as well as price. Energy conservation measures can go a long way toward lowering consumption and associated costs while achieving sustainability goals and meeting regulatory compliance, like LEED certification. However, financing for these projects is often an obstacle.

This unique solution provides an opportunity to pay for energy conservation measures, with no upfront capital, through monthly charges that appear on your power or natural gas supply bill. We do not treat the funds as a loan or report it as a loan, and no liens are held against the facility. The program is not a lease you own the equipment outright. This solution returns flexibility back to your capital, enabling you to potentially take advantage of new tax depreciation regulations, treat the monthly charge as operational expense and free up capital and time to proactively manage other business challenges.

Managing Carbon

If your business is looking for ways to reduce your carbon footprint, our broad offerings of clean energy solutions can help you achieve your carbon reduction goals at each step of your journey. Work with our energy professionals to develop the right solutions for your business and put your strategy into action.

Carbon Offsets

We can help you achieve long-term sustainability goals by seamlessly integrating carbon offsets into your procurement strategy to reduce your carbon footprint and meet your target goals.

Indirectly reduce emissions through the purchase of carbon offsets, which represent a verified reduction in emissions of carbon dioxide, or other greenhouse gas emissions, made elsewhere through forestry, energy efficiency, industrial process improvements and carbon capture and sequestration projects.

A carbon offset is a verified reduction in carbon dioxide emissions that can be used to offset Scope 1 or Scope 3 GHG emissions from on-site fuel consumption, company travel, or supply chain activities. Carbon offsets offer a lower-cost option to help you achieve decarbonization goals. In addition, carbon offsets can be recorded separately as an offset on sustainability reports.

Carbon Offset Program Benefits

- Low-cost alternative for businesses to offset emissions



-
- Allows the offset of emissions beyond your operations, such as company travel and supply chains
 - No facility or equipment modifications are required
 - Contribute to the funding of projects that reduce carbon emissions

Types of Carbon Offset Projects

Our carbon offsets are sourced from reputable projects independently verified by registries and benefit local communities across the U.S. We currently provide carbon offsets from two pools: national and forestry. The nationally diverse pool of offsets includes carbon reduction value from various project types, including but not limited to carbon capture and sequestration, energy efficiency, renewable energy generation, and others based on availability. The domestic forestry offset pool contains carbon reduction value from better forestry project management, growth, and preservation.

Renewable Natural Gas (RNG)

Renewable Natural Gas (RNG) is a pipeline-quality natural gas derived from organic matter decomposition, known as biogas. Raw biogas is produced in various locations, including landfills, wastewater treatment plants, and agricultural waste digesters. After the raw biogas is upgraded to remove certain impurities to meet pipeline quality, RNG is injected into a natural gas pipeline system and becomes interchangeable with fossil-derive regular natural gas.

The purchase of RNG may reduce your Scope 1 carbon emissions. RNG can be combined with your natural gas consumption to allow you to make renewable energy claims related to natural gas use. RNG can also be used for on-site power consumption or even to power fleet vehicles. Specific sustainability claims and emission reduction levels will depend upon the use of natural gas and GHG emission reporting standards.

RNG Program Benefits

- Renewable energy claims for natural gas end-use when paired with RNG environment attributes
- Advance sustainability and decarbonization goals while lowering Scope 1 emissions
- No facility or equipment modifications are required
- RNG can provide economic benefits when combined with other natural gas end-uses, such as RECs for power generation and transportation fuel

Our Culture of Respect, Belonging and Inclusion

We support a culture of inclusion that is welcoming to all, with a strong sense of belonging and connection to the communities in which we operate. We cultivate a workplace that values individual merit where all employees can grow and develop to contribute fully. Our success depends on our employees, who are our greatest strength, and we respect our employees for the diverse backgrounds and perspectives they bring to work.

Learn more about our culture of inclusion at: <https://www.constellationenergy.com/impact/people-culture-and-workforce.html>



Customer Value Added Services

Dedicated Account Manager

With our full-service energy provider model, we will provide a dedicated account manager who ensures efficient execution and response.

Capabilities Behind Kansas Gas Service (KGS)

Constellation NewEnergy-Gas Division, LLC is an approved supplier behind KGS.

Constellation NewEnergy-Gas Division, LLC is managing both RDQ and a daily metered pool behind KGS.

Constellation NewEnergy-Gas Division, LLC currently manages 2,350 customers behind KGS.

Constellation supplies 13.6 Bcf into the KGS distribution system annually.

Energy Market and Policy Expertise

Constellation customers get access to energy experts. From real-time Twitter and blog updates to monthly webinars and weekly market updates, our expert analysts help you understand what's happening in the energy markets, what's new in energy technology and management practices, and what's relevant in the state and federal energy policy arena.

Commodities Management Group (CMG)

CMG provides the following support and services:

- Natural Gas & Power Market
- Fundamentals and Analysis
- Technical Sales & Strategy
- Expertise
- Structured Pricing & Strategic
- Product Support
- Transaction Execution & Coordination

Access Constellation's storage report for a summary of the Energy Information Administrations (EIAs) weekly storage report. See where NYMEX prompt-month natural gas traded following EIA's storage release, where underground storage inventories currently stand and what to watch moving forward.

A quick glimpse into this week's energy headlines...Constellation's eMarket Update is now available digitally. This online report, easily accessible on desktop and mobile at constellation.com/EMU, is designed to help you and your business stay up to date on the latest power and natural gas trends happening in the market. Also Inside:

- Weather forecasts: 6-10- & 8-14-day terms
- Commodity Fundamentals – Bulls/Bears
- Gas, Oil, & Coal Futures Prices
- Natural Gas Rig Count & Storage Data
- Energy Commodity Prices
- Regional Power Updates



Also known as the Weekly BDM Deck the CMG's Weekly Market Fundamentals Update highlights include:

- Updated weather forecasts and charts from Constellation's meteorology team
- Notable Developments and Insights on the Economic Front
- Pertinent global, national, and regional energy news
- Supply/Demand Update (Weekly Production, Rigs, Storage, etc.)
- Renewable Energy Credit (REC) Pricing Trends
- Gas and Power Market Price Trends

CMG's Monthly Market Intel Webinar highlights include:

- The most up-to-date forecasts from Constellation's meteorology team
- Notable Developments and insights on the economy
- A check in on the status of natural gas storage, production and current supply demand fundamentals
- An assessment of important changes in the regional power markets and their impact on prices
- Discussion of energy procurement strategies considering weather forecasts and market conditions

Billing and Invoicing Services

Upon credit approval, we can offer our standard payment terms – typically net 10 days from the date of the invoice.

A monthly invoice is sent by the 10th business day of the month. The invoice is also posted on the online platform for your convenience. Your invoice will show the quantity and unit price of gas delivered during the prior month as well as any true-ups or adjustments for actual consumption and any utility charges in the case of Constellation NewEnergy-Gas Division, LLC providing a consolidated billing service.

Customers can remit the invoiced amount to a bank cash collateral account, established by Constellation NewEnergy-Gas Division, LLC, by check, wire, transfer, or other Constellation NewEnergy-Gas Division, LLC approved electronic method.

Customer Experience Platform - Reporting and Customer Data Access

At Constellation, we strive to provide you with the best-in-class online account management tools. The online platform has new features and streamlines reporting to help you manage your energy needs 24/7. Our Customer Experience Platform will provide you with:

- Easy access to your facilities and accounts in a modern user interface
- Quick access to your account information from your mobile phone and tablet
- Enhanced online bill pay and auto-pay, now including debit and credit card payments
- Visually enhanced energy usage dashboards
- Customized logins for multiple employees at your company



References

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Master Retail Natural Gas Supply Agreement

Constellation NewEnergy – Gas Division, LLC (“CNEG”) is pleased to present the attached bid to Topeka Metro Transit (“Customer”). CNEG is submitting its standard Master Retail Natural Gas Supply Agreement (the “Agreement”) to govern transactions for the purchase and sale of Natural Gas. To the extent the terms and conditions in the RFP are not addressed in the Agreement or conflict with those in the Agreement, CNEG takes exception. In the event CNEG is determined to be the successful bidder, CNEG and Customer will engage in good faith negotiations to finalize the Agreement.

Constellation NewEnergy – Gas Division, LLC (“CNEG”) is a physical energy provider and does not provide and is not providing advice regarding the value or advisability of trading in “commodity interests” as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25m et seq., as amended (the “CEA”), including futures contracts, swaps or any other activity which would cause CNEG or any of its affiliates to be considered a commodity trading advisor under the CEA.

The information provided in response to this RFP is CONFIDENTIAL and should be treated accordingly.

Note: Contract Term – Customer is requesting a specific three-year contract with any supplier. Any transaction between the parties can be for a three-year term, while the underlying agreement between the parties’ evergreens and stays active. This will NOT require the customer to enter a term longer than three years.

Attachments

Exhibit A – Master Retail Natural Gas Supply Agreement

Exhibit B – Cover Sheet



Exhibit C – Price Quote

Exhibit D – Disadvantaged Business Enterprises (DBE) Certification

Exhibit E – Lobbying Certification

Exhibit F – Non-Collusion Certification

Exhibit G – Suspension / Debarment Certification



This Master Retail Natural Gas Supply Agreement (“**Master Agreement**”) is entered into as of **August 19, 2026 (“Effective Date”)** by and between **Topeka Metropolitan Transit Authority (“Customer”)** and Constellation NewEnergy – Gas Division, LLC (“**CNEG**”). CNEG and Customer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of natural gas and related products and services (each a “**Transaction**”) to one or more of Customer’s accounts or facilities (each a “**Facility**”) as agreed to from time to time. Each Transaction may be evidenced by a transaction confirmation (each a “**TC**”). The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties (each a “**Rider**”). Each TC and Rider shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC and Rider shall constitute a single integrated agreement between the Parties collectively referred to as the “**Agreement**”). In the event of a conflict between a TC, a Rider, the terms and conditions of this Master Agreement, and any oral agreement of the Parties as to a Transaction, the terms shall govern in the priority listed in this sentence.

The Parties intend that they are legally bound by the terms of each Transaction from the moment each Party agrees to those terms, whether via electronic transmission, in written record, or orally. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. Any applicable requirement that a Transaction be “in writing” and “signed” shall be deemed to have been satisfied by this Master Agreement, by the Parties’ signatures below and their express agreement to these procedures. CNEG shall have the exclusive right to confirm any Transaction by sending Customer a written TC, substantially in the form attached hereto as Exhibit A or otherwise, by facsimile, e-mail or other means. Notwithstanding any provision to the contrary in this Master Agreement, failure to send a TC shall not invalidate a Transaction agreed to by the Parties. If CNEG sends a TC and Customer fails to object in writing to any term in the TC within two (2) Business Days, the TC shall constitute the definitive written expression of the Transaction. “**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank Holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

1. CNEG and Customer Obligations.

Natural Gas Supply. CNEG shall sell and supply, and Customer shall purchase and receive, the Contract Quantity for each Facility identified in a TC or Rider. “**Contract Quantity**” means the quantity of gas to be delivered and received pursuant to a TC. Such deliveries and receipts of natural gas shall be on a Firm, Secondary Firm or Interruptible basis, or otherwise as described in a TC. “**Firm**” means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure. “**Secondary Firm**” means deliveries and receipts will be on a commercially reasonable efforts basis up to Customer’s maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the “**Utility**”); (iii) curtailment or supply by a natural gas supplier; (iv) curtailment or storage by a storage provider; (v) curtailment or transportation by a gas gathering or pipeline company, or Utility (each a “**Transporter**”), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall or transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter. “**Interruptible**” means deliveries and receipts may be interrupted at any time for any reason except for Customer’s obligation to take and pay for gas it nominates and CNEG’s obligation to honor the price set forth in the TC. The terms of any Transaction between CNEG and Customer shall be as set forth on the applicable TC, but CNEG will procure gas from its suppliers on terms CNEG deems appropriate. CNEG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. “**Delivery Point**” means the city gate interconnection between the Utility and the Upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

Failure to Deliver or Receive. The sole and exclusive remedy of the Parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If CNEG fails to deliver gas (other than Interruptible) for a reason other than Customer’s breach, CNEG shall pay Customer the “**Replacement Cost**,” which is the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity; (b) If Customer fails to receive gas (other than Interruptible) for a reason other than CNEG’s breach, Customer shall pay CNEG the “**Revenue Loss**,” which is the amount that CNEG would have received for the sale of the undelivered Contract Quantity pursuant to this Agreement less the amount actually received by CNEG in an alternate sale, plus any incremental costs, or if no alternate sale takes place, the amount CNEG would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s) as determined by CNEG in a commercially reasonable manner. CNEG and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to be equal to zero.

Nominations. The Parties shall coordinate nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). If Customer or the Utility fails to provide CNEG with a usage nomination for any month in a timely manner, CNEG may establish a nomination for such month in a commercially reasonable manner based on Customer’s historical usage data available to CNEG, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the Utility. If a Party becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter for movement, transportation or management, the Party shall promptly notify the other Party. Usage nominations may be made orally, in writing, by facsimile or by electronic means.

Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements (“**Imbalance Charges**”). If either Party receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an “**OFO**”) from a Transporter requiring action to be taken in connection with the flow and/or consumption of gas covered by this Agreement, such Party will use commercially reasonable efforts to notify the other Party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both Parties agree that OFOs may require one or both Parties to buy or sell gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing. If CNEG is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, CNEG may, but is not required to, increase or decrease

nominations, as appropriate, to avoid penalties.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party provided any TC or Rider will continue to be governed by this Master Agreement until the TC or Rider has been separately terminated or expired.

Term of TC. Each TC or Rider shall set forth the applicable "Delivery Period" or term during which deliveries of natural gas are to be made and/or services are to be provided. CNEG shall not be liable for any failure to enroll or drop a facility by any applicable start and end dates set forth in the TC or Rider due to circumstances beyond CNEG's control.

3. **Information and Authorization.** Customer hereby authorizes CNEG to take such actions CNEG deems necessary to enroll each facility with the Utility and to be served by CNEG and to otherwise meet CNEG's obligations under the Agreement, including executing on Customer's behalf any documents necessary to effectuate any facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other transporters, disposing of storage balances, adding or deleting facilities as necessary, receiving usage nominations from the Utility relating to Customer's natural gas requirements, and other similar documents. Customer's signature on this Master Agreement constitutes Customer's written authorization for CNEG to obtain from time to time from the applicable Utility all current and historical natural gas billing, usage data and other related information. Customer shall take any actions, execute any documents and shall provide to CNEG any information as CNEG may reasonably require.

4. **Billing and Payment.**

Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each facility, which may change from time to time: (a) **Standard Billing.** Customer will receive two invoices, one from CNEG for the natural gas supply and one from the Utility for the amounts payable by Customer for services provided by the Utility ("Delivery Charges"); or (b) **CNEG Consolidated Billing.** Customer will receive one invoice from CNEG that includes both the natural gas supply charges and the Delivery Charges. In the case of CNEG Consolidated Billing, Customer agrees that Customer remains exclusively liable to the Utility for all Delivery Charges, and CNEG has no obligation to review Delivery Charges for accuracy, and Customer disputes Delivery Charges, that is a matter for Customer and the Utility to resolve without any involvement or obligation on the part of CNEG, and CNEG may withhold any payments due to the Utility if Customer fails to pay CNEG invoices in accordance with this Master Agreement.

Taxes. Customer shall pay 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 natural gas and related products and services provided under the Agreement, including without limitation any production, severance or ad valorem taxes, and including any taxes enacted after the Effective Date (collectively, "Taxes"). The term "Taxes" shall include any amounts imposed on Customer directly or on CNEG in its function as Customer's supplier, and that are associated with the supply of gas to Customer in which case the Customer shall be responsible to reimburse CNEG for such amounts. **Constellation will apply all appropriate Taxes unless and until Customer provides a valid certification of tax exempt status.** Each Party shall indemnify, defend and hold harmless the other Party from and against any Taxes for which the indemnifying Party is responsible. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable filed price as allowed by applicable law.

Estimates. CNEG's ability to invoice Customer is dependent on the Transporter's ability to furnish CNEG with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the Transporter, CNEG will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice. Interest shall not accrue on such adjustments.

Payment. All amounts set forth in an invoice are payable to the Party issuing the invoice and will include, in addition to the natural gas supply charges, Delivery Charges, and Taxes, all other amounts related to the purchase and delivery of natural gas. CNEG's invoices will be sent to Customer in accordance with CNEG's normal billing cycle, as adjusted from time to time. CNEG's invoices are due and payable 15 days after the date of invoice, or such other date as set forth in a Rider (the "Payment Date") without offset or reduction of any kind, to the address on the invoice. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.00% per month or the highest rate permitted by applicable law. Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. All invoices including adjustments hereto are conclusively presumed final and accurate unless such invoices are objected to by either Party in writing, including adequate explanation and/or documentation, within 20 months after the month of gas delivery provided; however, CNEG may rebill based on post-period audits or adjustments made by the Transporter or other governmental authority, commission or agency.

Pricing Structures. "Contract Price" means the price for gas as set forth in the applicable TC or Rider. To the extent there are beginning or end month nominated volumes where the price is not fixed, such a facility requires additional natural gas quantities in excess of the nominated or fixed quantities set forth in a TC or Rider, or such a facility continues to receive natural gas from CNEG beyond the Delivery Period where such deliveries will be considered month to month; all such natural gas will be priced at Market Price unless otherwise set forth in a TC or Rider. **"Market Price"** means a price comprised of (i) the spot commodity cost of gas as determined by CNEG in its reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, and (iii) a reasonable market based margin. Market Price does not include any applicable utility charges, including but not limited to utility or pipeline balancing charges, unless otherwise agreed upon.

Market Disruption. If the Contract Price is based in whole or in part upon a specified index and a Market Disruption Event occurs on a day on which the relevant source provided or was to provide the relevant price, then the Parties shall negotiate in good faith to agree on an alternative method of determining the Contract Price. A **"Market Disruption Event"** is any one of the following: (a) failure of the specified index to announce or provide information necessary for determining the Contract Price; (b) failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the relevant price component.

Price Locks. Unless otherwise set forth in a TC or a Rider, Customer can request to lock in the commodity 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 last day settlement for each applicable delivery month. Commodity purchase/sale prices exclude pipeline and utility distribution charges. Customer also has the right to lock basis at a fixed price

and at predetermined volumes. Basis includes interstate and intrastate pipeline transportation but does not include the commodity cost or the Delivery Charges.

5. **Adequate Assurance.** CNEG has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, CNEG may demand, in writing, adequate assurance of performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to CNEG ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to CNEG within three (3) Business Days of the date of the written demand.

6. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement not paid within five (5) Business Days or such longer period required by applicable law following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, is not cured within five (5) Business Days after written notice from the other Party; (c) Customer fails to provide the Adequate Assurance as provided in this Agreement; (d) the failure by a Party to perform any material obligation set forth in this Agreement; (e) either of the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas which is not cured within five (5) Business Days after receipt of written notice hereof; (f) either Party terminates the Agreement and/or any TC or Rider for service to certain accounts under a TC or Rider before the end date of the TC or Rider for any reason other than for a termination resulting from an Event of Default committed by the other Party; or (g) a Party makes an assignment or any general arrangement for the benefit of creditors, or as a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets, files a petition or otherwise commences, initiates or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it which otherwise becomes bankrupt or insolvent, however evidenced, is unable to pay its debts as they fall due or which is dissolved, other than pursuant to a consolidation, amalgamation or merger.

7. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or terminate the Agreement in whole or solely with respect to those facilities adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date for any facility located in New Jersey shall be no less than thirty (30) calendar days from the date of written notice of termination. Further, if Customer is the Defaulting Party, then CNEG may, without waiving any rights or remedies it may have, to the extent applicable, remove Customer from CNEG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CNEG by Customer. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing Party shall pay such amount within three (3) Business Days of receipt of notice of the amount due. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. The remedies under this Section are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Event of Default.

As of the Early Termination Date, the Non-Defaulting Party shall determine the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to CNEG if the opposite is the case; (ii) the Non-Defaulting Party's Costs; and (iii) the amount owed (whether or not then due) by each Party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

"Costs" means, with respect to the Non-Defaulting Party, storage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Contract Value" shall be the Contract Price multiplied by the amount of gas, as determined by the Non-Defaulting Party, that would have been delivered under each terminated Rider or TC, had it not been terminated early (the "Terminated Volumes"). The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices on NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

8. **Change in Law.** CNEG may pass through or allocate, as the case may be, to Customer any increase or decrease in CNEG'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, Transporter business practices or protocol, Transporter tariff or rule or any commission or agency with federal jurisdiction or jurisdiction in the state in which the facilities are located. Such adjusted amounts will be included in subsequent invoices to Customer.

9. **Representations and Warranties.** Each Party warrants and represents to the other how and deemed repeated by each Party on each date on which a TC or Rider is executed or deemed accepted that it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; that it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; that its execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that all the data given and representations made concerning its facilities are true and correct; that it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the facilities; that it is the party of record of the facilities; or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; that any Transaction hereunder gives Customer the right to adjust the Contract Quantity, or to require CNEG to provide some other quantity of gas, Customer's election to exercise such right is based predominantly on supply and demand factors related to Customer's business; and (v) if Customer is a Governmental

Entity, it will not claim immunity on grounds of sovereignty or similar grounds from enforcement of the Agreement. If it is a Governmental Entity, Customer covenants to obtain all necessary budgetary approvals, appropriations and funding for all of its 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, governmental department, commission, agency, board, administrative body, joint action agency, court or other similar political subdivision including public school districts or special purpose district or authority or public entity or instrumentality of the United States or one state.

- 10. Force Majeure.** Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under the Agreement due to a Force Majeure event other than a payment obligation, which will not be excused for Force Majeure, the Agreement will remain in effect until such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that the Claiming Party gives the other Party, as soon as possible, written notice describing the particulars of the Force Majeure and the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure and the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God, fire, war, terrorism, flood, earthquake, civil disturbance, sabotage, facility failure, strike, curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter including without limitation as the result of an OOO declaration of emergency by a Transporter's regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority or any act or omission of a third party not under the control of the Claiming Party including without limitation the utility.
- 11. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, ASSOCIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 10 ABOVE. THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS CALCULATED PURSUANT TO SECTION 10 ABOVE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION OF EACH PARTY TO MITIGATE ITS DAMAGES. THE TERM "CLAIMS" INCLUDES ANY CLAIMS, LOSSES, EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION OR SUITS OF ANY KIND, ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF A PARTY'S OBLIGATIONS UNDER THE AGREEMENT. Customer acknowledges and agrees that the utility is exclusively responsible for the gas distribution and delivery system, that CNEG has no independent control over the Utility's systems and will have no liability for any of the Utility's acts or omissions.
- 12. DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNEG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 13. Waiver and Severability.** Failure to provide notice of or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, 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 the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.
- 14. Assignment.** Customer may assign all its rights and obligations under this Agreement provided that it gives CNEG forty-five (45) days prior written notice of its intent to do so; (b) the assignee satisfies in full CNEG's credit requirements; (c) the assignee assumes in writing all of Customer's obligations under the Agreement; and (d) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CNEG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to a bank or insurer or other financial institution or to any person or entity (i) succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which this Agreement relates or (ii) into which CNEG is merged or otherwise combined or reorganized provided with respect to this clause that the succeeding entity agrees to be bound to the Agreement for any affiliate of CNEG.
- 15. Confidentiality.** Each Party agrees to keep all terms of the Agreement and all related communications provided including pricing confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except required by Law. Each Party may disclose such information to its affiliates and to its own and its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in confidence. CNEG may disclose information regarding Customer to third parties that are representing Customer in the purchase of gas or related services. Furthermore, CNEG may make such other disclosures to third parties, including aggregate consumption data, provided they cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
- 16. Choice of Law, Attorney Fees and Expenses.** This Agreement will be governed and interpreted in accordance with the laws of the State of New York, without giving effect to conflict of law principles. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.
- 17. Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the Parties agree that this Master Agreement shall supersede and replace all prior written and oral agreements or arrangements between the Parties with respect to the purchase and sale of gas and related services and that all transactions under any such prior agreement shall be, as of the Effective Date, now governed solely by the terms of this Master Agreement and shall be Transactions hereunder and a part of the single integrated agreement

between the Parties. Each Party authorizes the other Party to affix an ink or digital stamp of its own signature to this Agreement and any TC or Rider and agrees to be bound to a document executed in such a manner. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No purchase order, or any amendment or edit to this Agreement, will be valid or given any effect unless signed by both Parties or expressly contained in a TC deemed accepted pursuant to the procedures set forth herein. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations on liability, the form and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of the Master Agreement. 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. The rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CNEG shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CNEG to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 11 above, no third party will have any rights under this Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with this Agreement and will indemnify, defend and hold harmless CNEG from all related Claims. To the extent Customer is represented by a broker, agent, association or other third party (collectively, "Broker"), Customer acknowledges and understands that: (i) CNEG may be making a payment to Broker in connection with Broker's efforts to facilitate Customer and CNEG entering into a Transaction unless otherwise noted, the Contract Price reflects the fee, if any, paid to Broker, and (iii) Broker is acting on Customer's behalf as Customer's representative and is not a representative or agent of CNEG. Customer further authorizes CNEG to utilize Customer's name for publicity and marketing purposes.

18. Affirmation; Acknowledgements. Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under this Agreement will be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The Parties acknowledge and agree that CNEG is an independent contractor under this Agreement and except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. TCs and Riders entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 540(c) above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code; (iii) the Agreement and each delivery constitutes a "forward contract" as defined in the U.S. Commodity Exchange Act 16 C.F.R. 1a.000001, as amended ("CEA"), and the applicable regulations thereunder; the Parties intend to make or take delivery of Customer's full requirements for natural gas for each facility identified in the applicable TC in accordance with the terms and conditions of the Agreement and the Parties intend that the Agreement is exempt from the application of the CEA's requirements for Retail Commodity Transactions pursuant to Section 2(c)(2)(D)(ii) and CNEG is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the CEA, including futures contracts and commodity options or any other activity which would cause CNEG or any of its affiliates to be considered a commodity trading advisor under the CEA as defined in Section 1a.012 (v) each Party is an "eligible contract participant" as that term is defined in the CEA and (iv) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

19. Notices. To be effective, all contract related notices such as termination notices must be in writing delivered by hand, by email, by certified mail return receipt requested, or by first class mail, or express carrier to the addresses provided in the TC. Notice by hand and delivery shall be effective on the delivery date. All other notices shall be effective on the delivery date, or the date delivery is attempted. A Party may change its address by providing notice of such change in accordance herewith. CNEG shall send invoices and TCs to the notice address provided herein unless otherwise directed by Customer. Separate from contract related notices sent in accordance with this section, time sensitive operational notices shall be sent via email and/or online portal to representatives designated by Customer.

CNEG Notice Information

9000 Hansen Parkway, Suite 100
Louisville, KY 40220
Attention: Contracts Administration
Phone: 502-261-0000
Facsimile: 502-216-6881
Email: CNEGContracts@constellation.com

Customer Notice Information

Legal Notice Information
Attention: Richard Appel
Title: ACCOUNTANT
Address: 201 N HANSAS AVE, TOPEKA, KS 66601-6622
Phone: 781-08621
Facsimile:
Email: rappel@an.topekametro.org

For Invoices (Different from Notice Information)

Attention: Mike Benson
Title: Accounts Payable
Address: 201 N HANSAS AVE, TOPEKA, KS 66601-6622
Phone: 781-08621
Facsimile:
Email: mbenson@an.topekametro.org

For Transaction Confirmations (Different from Notice Information)

Attention: Richard Appel
Title: ACCOUNTANT
Address: 201 N HANSAS AVE, TOPEKA, KS 66601-6622
Phone: 781-08621
Facsimile:
Email: rappel@an.topekametro.org

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

CNEG

Sign:

Print Name: Amanda Stewart

Print Title: Vice President - Retail Ops

CUSTOMER

Sign:

Print Name: _____

Print Title: _____

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter its form of Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20__ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein that not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date

Year

Seller

Facility Name

Delivery Period

Nature of Parties' Obligation

Deal Type

Contract Quantity/Price

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

US\$ Rounded to four decimal places
Plus applicable taxes

Incremental Pricing

Delivery Points

Utility

Default Service To the extent a facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions

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 time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

By _____
Name _____
Title _____
Date _____

CUSTOMER

By SAMPLE
Name NOT EXECUTION
Title _____
Date _____