



Account Manager: Franco, Diana
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DEAL NO. 2485943

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective **6/10/2010**, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and Lexington - Fayette Urban County Government ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 8/29/2025

Buyer: Lexington - Fayette Urban County Government

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

Facility Name: CNG Station - Lexington Fayette Urban County

Delivery Period: 11/1/2026 - 6/30/2028 (inclusive)

Nature of Obligation: Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

Deal Type: Physical Fixed Price

Contract Quantity/Price :

| Year 2026 | | | Year 2027 | | Year 2028 | |
|----------------|----------------------|-----------|----------------------|-----------|----------------------|-----------|
| Contract Month | Fixed Amount (MMBtu) | Price | Fixed Amount (MMBtu) | Price | Fixed Amount (MMBtu) | Price |
| January | | | 1,656.0 | \$4.05000 | 1,643.0 | \$4.05000 |
| February | | | 1,565.0 | \$4.05000 | 1,655.0 | \$4.05000 |
| March | | | 1,777.0 | \$4.05000 | 1,813.0 | \$4.05000 |
| April | | | 1,846.0 | \$4.05000 | 1,661.0 | \$4.05000 |
| May | | | 1,795.0 | \$4.05000 | 1,893.0 | \$4.05000 |
| June | | | 1,855.0 | \$4.05000 | 1,918.0 | \$4.05000 |
| July | | | 1,936.0 | \$4.05000 | | |
| August | | | 1,806.0 | \$4.05000 | | |
| September | | | 1,714.0 | \$4.05000 | | |
| October | | | 1,742.0 | \$4.05000 | | |
| November | 1,742.0 | \$4.05000 | 1,824.0 | \$4.05000 | | |
| December | 1,841.0 | \$4.05000 | 1,844.0 | \$4.05000 | | |

US\$ Rounded to five decimal places
Plus applicable taxes

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

Incremental Pricing: For all additional quantities required by Customer, in excess of the fixed quantities listed herein in combination with any other nominated quantities, or for gas quantities bought back from Customer by Constellation due to Customer's requirements being less than the total nominated volumes each month, the price for such additional purchases or buybacks shall be based on the then current market price, as determined by Constellation in its reasonable discretion.



If Constellation and Customer have previously entered into any commodity transaction(s) for the Facility (the "Previous Transaction") that overlap one or more of the delivery months covered in this Transaction Confirmation (the "Overlapping Month(s)"), the incremental gas pricing in this Transaction Confirmation shall apply to the Overlapping Months instead of any conflicting incremental gas pricing associated with the Previous Transaction.

Pipeline: TCO

Delivery Point(s): COL GAS OF KY 06-12

Utility: CKY

LDC Account No(s): 10642905-003

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

Change In Law: Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "**Law**" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, pipeline or utility business practices or protocol, pipeline or utility tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the facility is located. Such adjusted amounts will be included in subsequent invoices to Customer.

Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 1 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 days prior to the expiration of the then-current Extension Term. The price for gas delivered during the Extension Term(s) will be based on market prices as determined by Constellation. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

(SIGNATURE BLOCKS FOLLOW ON NEXT PAGE)



This Transaction Confirmation documents an agreement previously reached by authorized representatives of the parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via the DocuSign E-Signature process or email to CNEGTransactionConfirmations@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

Lexington - Fayette Urban County Government

By: *Amanda Stewart*

By: *Linda Gorton*

Name: Amanda Stewart

Name: *Linda Gorton*

Title: Vice President- Retail Ops

Title: *Mayor*

Date: 9/2/2025 2:06:15 PM

Date: *9/3/2025*

Customer ID RG-43045273

Contract No. CNEG10688

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