

## MACQUARIE ENERGY LLC

500 DALLAS STREET  
SUITE 3300  
HOUSTON TX 77002

Date: 18 September 2023

To: CENTRAL HUDSON GAS AND ELECTRIC  
CORPORATION  
284 SOUTH AVE  
POUGHKEEPSIE NY 12601  
USA



Cc: Fax: +18454865626  
Email: gassupplygroup@cenhud.com

From: Market Operations Division - Trade Support

If you have any queries regarding this document please contact us on:

Telephone	Fax number	Email address
+1 713-275-6882	+1 713 255 5822	COGNAGasOperations@macquarie.com

### Commodity Transaction Confirmation - Physically-Settled Natural Gas Transaction - Index Price

Transaction Reference: [REDACTED]

The purpose of this letter is to set forth the terms and conditions of the Transaction entered into between CENTRAL HUDSON GAS AND ELECTRIC CORPORATION ("CHGECNY") and MACQUARIE ENERGY LLC ("MACQUARIE") on the Trade Date specified below (the "Transaction"). This letter constitutes a "Confirmation" as referred to in the Agreement specified below.

This Transaction Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement between Seller and Buyer dated as of 01 February 2010 as amended and supplemented from time to time (the "Agreement") between you and us. All provisions contained in the Agreement govern this Transaction Confirmation except as expressly modified below. The terms of this Transaction Confirmation are binding unless disputed in writing within 3 Business Days of the receipt, unless otherwise specified in the Base Contract.

**Transaction Terms:** The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	15 September 2023 ✓
Seller:	MACQUARIE ✓
Buyer:	CHGECNY ✓
Commodity:	Natural Gas ✓
Delivery Period:	01 November 2023 to 31 March 2024 ✓

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Contract Price: NATURAL GAS-NYMEX [REDACTED] USD / MMBTU ✓  
Contract Quantity: [REDACTED] MMBTU per day ✓  
Total Contract Quantity: [REDACTED] MMBTU ✓  
Performance Obligation: FIRM ✓  
Delivery Point: TETCO: M3 ✓  
Cash Broker:  
ICE Deal ID:  
Other Charges:  
Special Conditions: Notwithstanding Clause (h) (Force Majeure) or Clause (b) ✓  
(Performance Obligation) of the ISDA Gas Annex between Seller and Buyer, to the extent that Texas Eastern Transmission, LP (TETCO) restricts or curtails Sellers firm transportation capacity path to the Delivery Point, then Buyer acknowledges and agrees that such event will restrict or curtail Sellers ability to deliver the Contract Quantity to Buyer hereunder. During such TETCO restrictions or curtailments of Sellers firm transportation capacity on TETCO, Seller will deliver the Contract Quantities to Buyer on a pro-rata or percentage basis of what TETCO is allowing to flow on Sellers TETCO capacity to the Delivery Point. Seller shall have no responsibility for Cover Standard claims or damages to Buyer during such TETCO curtailment event unless Seller delivers volumes less than the percentage that TETCO is restricting Sellers firm transportation capacity.

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this Transaction (Transaction Reference: [REDACTED]) by signing this Confirmation in the space provided below and immediately returning a copy of the executed confirmation.

Confirmed for and on behalf of  
**MACQUARIE ENERGY LLC**



Ian Beasley  
Executive Director

Confirmed as of the date first above written:  
**CENTRAL HUDSON GAS AND ELECTRIC CORPORATION**

*Jennifer Grabowicz* 9/22/2023

Authorised Signatory  
Name: Jennifer Grabowicz  
Title: Energy Buyer

*JMM* 9/22/2023 *Clifton Tynes* 9/26/2023

Authorised Signatory  
Name:  
Title:

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MACQUARIE ENERGY LLC is a member of the Macquarie Group, which includes Macquarie Bank Limited. MACQUARIE ENERGY LLC is not an authorised deposit taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia) and MACQUARIE ENERGY LLC's obligations do not represent deposits or other liabilities of Macquarie Bank Limited ABN 46 008 583 542. Any investments are subject to investment risk including possible delays in repayment and loss of income and principal invested. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MACQUARIE ENERGY LLC unless expressly noted otherwise.

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