



Transaction Confirmation
For Immediate Delivery
Transaction Type:
Natural Gas Sales

Date: 11/15/2024
Transaction Confirmation #: 2155490

This Transaction Confirmation ("Transaction") is subject to the Base Contract/Gas Sales Agreement ("Base Contract") between Seller and Buyer dated 01/01/2023. The terms of this Transaction are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract. If the Base Contract is not fully executed, this Transaction incorporates by reference for all purposes the North American Energy Standards Board, Inc. (NAESB) Base Contract for Sale and Purchase of Natural Gas including Symmetry Energy Solutions, LLC as the Confirming Party, choosing all default elections, with Texas as the Choice of Law.

Seller:	Symmetry Energy Solutions, LLC	Buyer:	NEA Baptist Memorial Hospital
Address:	9811 Katy Fwy, Ste 1400	Address:	350 N Humphrey's Blvd
City/State:	Houston, TX 77024-1296	City/State:	Memphis, TN 38120
Attention:	Shane Blase		
Phone:	(314) 984-6868		
Fax:	(713) 393-0263		
Email:	Confirms@SymmetryEnergy.com		
Base Contract No:	EA-49003		

Contract Price:	Buyer's price will be NYMEX plus \$0.5600/MMBtu. If on any day Buyer takes less volume than the Volume Commitment, Buyer shall be credited for the unused volumes at a per unit price equal to GDD Enable Gas, East minus \$0.0500/MMBtu (the Incremental Under Price) If on any day Buyer takes more volume than the Volume Commitment, Buyer shall be charged for the additional volumes at a per unit price equal to GDD Enable Gas, East plus \$0.3500/MMBtu (the Incremental Over Price) If in any month Buyer takes less than Buyer's monthly nominated quantity, Buyer shall be credited for the reduced volumes at a per unit price equal to Arkla ARK Cashout Rate (the Cashout Under Price) If in any month Buyer takes more than Buyer's monthly nominated quantity, Buyer shall be charged for the additional volumes at a per unit price equal to Arkla ARK Cashout Rate CASHOUT (the Cashout Over Price)
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Delivery Period:	Begin: 03/01/2025	End: 04/30/2027
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Performance Obligation:	Firm. "Firm" means the utilization of a firm service agreement with a Transporter under which the transaction's Delivery Point is not a specified primary point for the delivery of Gas.
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Contract Quantity/Volume Commitment ("Volume Commitment")	The Volume Commitment for a month will be allocated equally to each day thereof based on the number of days in such month.	
	Month	Volume (MMBtu)
	Mar-2025	7,165
	Apr-2025	6,361
	May-2025	5,621
	Jun-2025	5,202
	Jul-2025	4,786
	Aug-2025	4,755
	Sep-2025	4,977
	Oct-2025	5,941
	Nov-2025	7,082
	Dec-2025	8,036

Jan-2026	9,886
Feb-2026	7,430
Mar-2026	7,165
Apr-2026	6,361
May-2026	5,621
Jun-2026	5,202
Jul-2026	4,786
Aug-2026	4,755
Sep-2026	4,977
Oct-2026	5,941
Nov-2026	7,082
Dec-2026	8,036
Jan-2027	9,886
Feb-2027	7,430
Mar-2027	7,165
Apr-2027	6,361

Fees: Applicable Taxes
Utility Pass-Through Charges: Applicable Utility Pass-Through Charges
Transport Pass-Through Fee: Applicable Transport Pass-Through Fee
Consolidated Billing Charge: \$ 50.00/month
Overrun Pass-Through Fee: Applicable Overrun Pass-Through Fee

Dodd-Frank
Transaction
Classification: Forward Contract

Delivery Point: Into Buyer's contract on EGT, except that in the event Seller nominates a quantity for delivery to Buyer on Seller's transportation agreement(s), the delivery point shall be the Utility Citygate for all such quantities. - SUMMIT (CERC) - AR

Special Conditions:

Agency: Buyer hereby appoints Seller to act as its limited agent for the following purposes, as deemed applicable by Seller to its performance of this Transaction: (a) making nominations to any Utility or Pipeline on Buyer's behalf; and (b) executing documents on Buyer's behalf commercially necessary for Seller to provide natural gas to Buyer. Seller will provide Pipeline and/or Utility transport bill consolidation services to Buyer. Seller's Invoice shall Include Seller's charges and applicable Pipeline and/or Utility charges. Seller may terminate this bill consolidation service at any time for any reason.

Each Party to this Transaction represents that it: (i) is a producer, processor or commercial user of, or a merchant handling, the Gas that is the subject of this Transaction; (ii) is entering into this Transaction solely for purposes related to its business as such; and (iii) this Transaction will result in the sale of an "exempt commodity" (as defined in Section 1a (20) of the Commodity Exchange Act) for immediate or deferred shipment or delivery. Each Party agrees to provide to the other Party any information reasonably requested by such other Party to enable such other Party to comply with applicable regulations of the Commodity Futures Trading Commission in connection with this Transaction.

Symmetry Energy Solutions, LLC certifies that it is not currently engaged in, and covenants that it will not, for the duration of this Transaction, engage in a Boycott of Israel.

Facilities:

Account numbers are accurate as of the Date above and may be modified by Utility/Pipeline

<u>Facility Name</u>	<u>Account Number</u>	<u>Meter Number</u>	<u>Address</u>	<u>City</u>	<u>State</u>
Main Hospital	210100195234	D50000956421	4800 E. Johnson Ave	Jonesboro	AR
Baptist Memorial Hospital - Cancer Center	210100195249	D46001250684	4808 E. Johnson Ave	Jonesboro	AR
Baptist Memorial Hospital - Clinic	210100195265	A28001433670	4800 E. Johnson Ave	Jonesboro	AR

Seller: **Symmetry Energy Solutions, LLC**

By: Brian Harrison

Print Name: Brian Harrison

Title: SVP of Sales and Origination

Date: 11/15/2024

Buyer: **NEA Baptist Memorial Hospital**

Signed by: Kyle Sanders

Print Name: Kyle Sanders

Title: CFO

Date: 11/15/2024

Contract Price Symbols: **"GDD"** means Gas Daily Midpoint for the applicable delivery Day for the specified location. **"GDA"** means the average of Gas Daily Midpoint for the applicable delivery Month for the specified location. **"IF"** means Inside FERC's Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. **"NYMEX"** means the New York Mercantile Exchange gas futures contract, Last Day Settle price, unless otherwise specified. **"NGI"** means NGI's Bidweek Survey, AVG, for the applicable delivery Month for the specified location. **"Market Rate"** means a delivered market-based rate for natural gas that is reasonably reflective of the geographic area in which the Delivery Point is located. **"Utility Cashout"** and **"Pipeline Cashout"** means applicable rates prescribed by the local distribution company, gas gathering or pipeline company.