



## Transaction Confirmation For Immediate Delivery

**Transaction Type:**  
**Natural Gas Sales**

**Date: 03/08/2023**  
**Transaction Confirmation #: 812672**

This Transaction Confirmation ("Transaction") is subject to the Base Contract/Gas Sales Agreement ("Base Contract") between Seller and Buyer dated 12/01/2007. 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:** Baptist Memorial Hospital

**Address:** 9811 Katy Fwy, Ste 1400 **Address:** 2301 S. Lamar Blvd.

**City/State:** Houston, TX 77024-1296 **City/State:** Oxford, MS 38655

**Attention:** Alison Petersen

**Phone:** (346) 330-1899

**Fax:** (713) 393-0263

**Email:** Confirms@SymmetryEnergy.com

**Base Contract No:** EA-2580

**Contract Price:** Buyer's price will be NYMEX plus \$0.4400/MMBtu.

If in any month Buyer takes less volume than the Volume Commitment, Buyer shall be credited for the unused volumes at a per unit price equal to Gulf South Cashout Rate (the Incremental Under Price)

If in any month Buyer takes more volume than the Volume Commitment, Buyer shall be charged for the additional volumes at a per unit price equal to Gulf South Cashout Rate plus applicable fuel plus \$0.3500/MMBtu (the Incremental Over Price)

**Delivery Period:** Begin: 04/01/2023 End: 03/31/2026

**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.

The Volume Commitment for a month will be allocated equally to each day thereof based on the number of days in such month.

Contract  
Quantity/Volume  
Commitment  
("Volume  
Commitment")

Month	Volume (MMBtu)
Apr-2023	11,899
May-2023	11,087
Jun-2023	8,915
Jul-2023	9,392
Aug-2023	10,124
Sep-2023	10,605
Oct-2023	11,664
Nov-2023	14,506
Dec-2023	15,362
Jan-2024	16,122
Feb-2024	15,652
Mar-2024	13,288
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Nov-2025	14,506
Dec-2025	15,362
Jan-2026	16,122
Feb-2026	15,652
Mar-2026	13,288

Fees: Applicable Taxes  
LDC Fuel: no LDC fuel  
Upstream Transportation Fee: plus applicable upstream transport fees  
Utility Pass-Through Charges: Applicable Utility Pass-Through Charges

Dodd-Frank  
Transaction  
Classification: Forward Contract

**Delivery Point:** Utility Citygate - Atmos MS - Gulf So

**Special Conditions:**

**Restrictive Order:** The Parties acknowledge that an operational flow order, curtailment order, critical notice, or other governmental or Transporter directive concerning actual or potential limits or restrictions on the transportation, delivery, receipt, and/or use of Gas to, by, or for Seller, Buyer, or its affiliates (the 'RO Gas') or otherwise may occur (a 'Restrictive Order') with little to no advance notification. Each Party will comply with and take all commercially reasonable actions necessary to mitigate the impact of such Restrictive Order, and any charges or penalties assessed by a governmental authority or Transporter will be borne by the Party who failed to mitigate or comply with such Restrictive Order. A Restrictive Order may require or may result in the need for (as reasonably determined by Seller), Seller to sell RO Gas to Buyer at a price subject to then-current market pricing, which may differ from the Contract Price, and any such RO Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) as reasonably determined by Seller and paid by Buyer in accordance with the Base Contract. Seller shall deliver or receive RO Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, RO Gas will not be priced at the Contract Price and is not counted towards or subject to the Volume Commitment or Buyer's full requirements. If Buyer fails to comply with a Restrictive Order, Buyer shall be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide RO Gas or otherwise cover Buyer's receipt or use of Gas. Notwithstanding anything herein, if because of any Restrictive Order Seller is unable to deliver or Buyer is unable to receive all or a portion of RO Gas, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such RO Gas. For the purposes of this Transaction, a 'Transporter' is the Gas gathering or pipeline company, or local distribution company, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point(s).

**Market Disruption:** If a Market Disruption Event has occurred, then either Party may give Notice thereof to the other Party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such Notice, the Parties will negotiate in good faith to agree on a replacement price for the Index Price (or on a method for determining a replacement price for the Index Price) for the Affected Period. An 'Affected Period' is any part of the Delivery Period under a Transaction affected by the Market Disruption Event. If the Parties have not agreed on or before the second Business Day following the date of the Notice of the occurrence of the Market Disruption Event, then the replacement price for the Index Price will be determined within the next two following Business Days with each Party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for

prices of natural gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point(s). Once the Parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Index Price: (i) if each Party obtains two quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one Party obtains two quotes and the other Party only obtains one quote, the highest and lowest values shall be excluded and the remaining quotation shall be utilized; (iii) if both Parties each obtain one quote, the arithmetic mean of the quotations shall be utilized; or (iv) if only one Party is able to obtain a quote, the obtained quotation should be utilized. For the purposes of the foregoing sentence, if more than one quotation is the same as the other quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded. 'Index Price' means the price or a factor of the price, based on a specified published index, agreed to in a Transaction as the Contract Price. 'Market Disruption Event' means, relating to an Index Price in a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Index Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than during or caused by a Force Majeure Event, which causes the Index Price to no longer be reflective of the market price of Gas for the relevant market in the geographic area in which the Delivery Point(s) is located.

**Tariff:** In addition to any provisions for early termination set forth in the Base Contract, the Parties agree that either Party may terminate this Transaction if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a party to incur additional, unanticipated material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the parties are unable, after good faith negotiations, to renegotiate this Transaction.

**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>
Baptist Memorial Hospital	3013840924	009915	1225 N STATE ST	JACKSON	MS

Seller: **Symmetry Energy Solutions, LLC**

Buyer: **Baptist Memorial Hospital**

By: Brian Harrison

By: \_\_\_\_\_

Print Name: Brian Harrison

Print Name: Tripp French

Title: VP of Sales and Origination

Title: Director of Sales

Date: 03/08/2023

Date: \_\_\_\_\_

**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.