



This Transaction Confirmation ("Transaction") is subject to the Base Contract between Seller and Buyer dated 12/01/2007. The terms of this Transaction are binding unless disputed 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  
9811 Katy Freeway  
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Houston, TX 77024

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**BUYER:**  
Baptist Memorial Hospital  
2301 S. Lamar Blvd.  
Oxford, MS 38655

Contact: Tripp French  
Phone: 937-474-9489  
Fax:  
E-mail: tripp@powerkiosk.com

Contact: Tripp French  
Phone: 937-474-9489  
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Contact: Nicholas Lewis  
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Fax:  
Email: nicholas.lewis@bmhcc.org

**PERFORMANCE OBLIGATION: Firm**

Delivery Period	Delivery Point	Pipeline	Tier	Contract Quantity:		Contract Price - USD		Index Pct%	Index Prem / (Disc)
				Volume	UOM	Fixed Price	Index Price		
07/01/23 - 07/31/23	New Hope Sales - AEMS	TGP		5,164	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
08/01/23 - 08/31/23	New Hope Sales - AEMS	TGP		5,435	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
09/01/23 - 09/30/23	New Hope Sales - AEMS	TGP		6,550	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
10/01/23 - 10/31/23	New Hope Sales - AEMS	TGP		6,550	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
11/01/23 - 11/30/23	New Hope Sales - AEMS	TGP		7,073	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
12/01/23 - 12/31/23	New Hope Sales - AEMS	TGP		7,613	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
01/01/24 - 01/31/24	New Hope Sales - AEMS	TGP		9,334	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
02/01/24 - 02/29/24	New Hope Sales - AEMS	TGP		8,198	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
03/01/24 - 03/31/24	New Hope Sales - AEMS	TGP		7,459	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
04/01/24 - 04/30/24	New Hope Sales - AEMS	TGP		6,312	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
05/01/24 - 05/31/24	New Hope Sales - AEMS	TGP		6,019	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
06/01/24 - 06/30/24	New Hope Sales - AEMS	TGP		5,127	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
07/01/24 - 07/31/24	New Hope Sales - AEMS	TGP		5,164	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
08/01/24 - 08/31/24	New Hope Sales - AEMS	TGP		5,435	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
09/01/24 - 09/30/24	New Hope Sales - AEMS	TGP		6,550	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
10/01/24 - 10/31/24	New Hope Sales - AEMS	TGP		6,550	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
11/01/24 - 11/30/24	New Hope Sales - AEMS	TGP		7,073	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
12/01/24 - 12/31/24	New Hope Sales - AEMS	TGP		7,613	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
01/01/25 - 01/31/25	New Hope Sales - AEMS	TGP		9,334	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
02/01/25 - 02/28/25	New Hope Sales - AEMS	TGP		8,198	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
03/01/25 - 03/31/25	New Hope Sales - AEMS	TGP		7,459	MMBTU / Month		NYMEX NYMEX	100.00	0.0000
04/01/25 - 04/30/25	New Hope Sales - AEMS	TGP		6,312	MMBTU / Month		NYMEX NYMEX	100.00	0.0000

Index Symbols: "GD" means Gas Daily® Midpoint for the applicable delivery Day for the specified location. "IF" means Inside F.E.R.C.s Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. "NYMEX" means New York Mercantile Exchange, Last Day Settle, unless otherwise specified. "NGI" means NGI's Bidweek Survey, Index, first publication of the month, for the delivery Month for the specified location.



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Delivery Period	Delivery Point	Pipeline	Tier	Contract Quantity:		Contract Price - USD		Index	
				Volume	UOM	Fixed Price	Index	Index Price	Index Pct% / Prem / (Disc)
05/01/25 - 05/31/25	New Hope Sales - AEMS	TGP		6,019	MMBTU / Month		NYMEX	NYMEX	100.00 0.0000
06/01/25 - 06/30/25	New Hope Sales - AEMS	TGP		5,127	MMBTU / Month		NYMEX	NYMEX	100.00 0.0000

**FEE DETAILS**

Start / End Date	Pay / Rec	Pay Frequency	Fee Description	Fee - USD	Calc Type
07/01/23 - 06/30/25	Rec	Monthly	Transport Cost	0.5500	Per Unit
07/01/23 - 06/30/25	Rec	Monthly	Transport Fuel	See Specials	Per Unit

**SPECIAL CONDITIONS**

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.

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 set forth in an affected Transaction, 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 of, the affected Transaction. 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 the applicable Contract Quantity, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such Contract Quantity. For the purposes of this Agreement, 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) specified in a Transaction Confirmation.

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.

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During the Delivery Period of this Transaction, but subject to the performance obligation defined herein, Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, 100% of Buyer's Gas requirements at the Delivery Point.

Subject to prior credit approval by Seller, Buyer may elect to lock in the price for a portion of the Contract Quantity. The locked price and the quantity of Gas subject thereof must be mutually agreed upon by the Parties and the terms of any such agreement will be set forth in a separate fixed price transaction confirmation. Unless otherwise specifically provided in the fixed price transaction confirmation, quantities subject of a fixed price will also be subject to all transport charges, fuel, management fees, administrative charges or other fees or charges provided in this Transaction. If a fixed price transaction is for the sale and delivery of fixed price quantities of Gas in any Month(s) beyond the end of the Delivery Period hereof, then Buyer will be deemed to have elected to renew this Transaction and the Delivery Period for another term ("Extended Term"). Not later than ninety (90) Days before the end of the then current Delivery Period, Seller may offer a revised Contract Price to Buyer to be effective during the Extended Term. If Buyer accepts such revised price or if the parties mutually agree upon another applicable price to be effective during the Extended Term, then Seller will issue a new base Transaction Confirmation for the Extended Term reflecting the new Contract Price and any fixed price transaction for any Month during the Extended Term will be deemed to be part of the new base Transaction Confirmation. If Seller has elected to revise the Contract Price for the Extended Term and Buyer does not agree to the revised price, or if the parties have been unable to agree upon another price, then Seller may elect to proceed with this Transaction at the then effective price or terminate this Transaction as of the end of the then current Delivery Period. If Seller elects to terminate this Transaction, then Seller will provide written notice thereof to Buyer not less than thirty (30) Days before the end of the then current Delivery Period and any fixed price transactions for any Month(s) thereafter will be liquidated by Seller in accordance with the early termination provisions of the Base Contract in the course of unwinding this Transaction Confirmation.

At the expiration of the Delivery Period, this Transaction Confirmation and the Delivery Period shall automatically extend Month to Month unless terminated by either Party upon written notice to the other Party not less than thirty (30) Days prior to the end of the initial Delivery Period or any Month to Month extension thereof.

Unless otherwise provided in this Transaction Confirmation, this special condition shall apply to Delivery Point balancing quantities. Quantities delivered by Seller to Buyer on any Day during the Delivery Period at the Delivery Point that are in excess of the applicable Contract Quantity for such Day will be priced (per MMBtu) at: (1) the Overtake Price defined herein; or (2) a spot market price mutually agreed upon by Buyer and Seller reflective of the delivered regional Gas price, plus transportation and applicable fuel. If on any Day during the Delivery Period Buyer takes less than the Contract Quantity delivered by Seller at the Delivery Point, then any untaken quantities will be repurchased by Seller and will be priced (per MMBtu) at: (1) the Undertake Price defined herein; or (2) a spot market price mutually agreed upon by Buyer and Seller reflective of the delivered regional Gas price, plus applicable fuel.

If a fee set forth herein under "Fee Details" is expressed as anything other than a stated monetary value, that means the specific fee is calculated based on delivery quantity and/or price tiers, utilizing a formula or other calculation methodology that cannot be readily stated as a fixed or per unit dollar value. Any such fees will be calculated and invoiced as stated dollar values each Month on Seller's invoice to Buyer. Transport L&U and/or Reimbursed Transport fees (if any) shall mean and include applicable Gas retention, delivery and/or other charges assessed by the pipeline or local distribution company delivering the Gas to Buyer's meter, all of which will be charged or passed through to Buyer on Seller's monthly invoice to Buyer.

For purposes of this Transaction, and notwithstanding anything in the Base Contract to the contrary, the performance obligation hereunder is subject to applicable Transporter operating conditions or tariff provisions affecting Seller's utilization of a Firm transportation service Contract with the Transporter under which the Delivery Point is not a specified primary point.

Overtake Price will be determined by reference to Louisiana/Southeast, TX Gas, zone 1 posting price, as adjusted for deliveries at the Delivery Point. Undertake Price will be determined by reference to Louisiana/Southeast, TX Gas, zone 1 posting price.

Transport Fuel will be invoiced at the then-current pipeline tariff rate for Texas Gas Transmission ("TGT") South/Middle for the Month of delivery.

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.

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**symmetry**  
ENERGY SOLUTIONS

PHYSICAL TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

Trade Date: 06/23/2023  
Confirmation #: 23246133

SELLER: Symmetry Energy Solutions, LLC

Brian Harrison

*Brian Harrison*

Title: SVP of Sales & Origination

Date: 06/29/2023

BUYER: Baptist Memorial Hospital

Title: \_\_\_\_\_

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

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