



## BASE GAS SALES AGREEMENT

This Base Gas Sales Agreement (this "**Base Contract**") is entered into as of 1/1/2023 (the "**Effective Date**") between Symmetry Energy Solutions, LLC, a Delaware limited liability company ("**Seller**"), and the Buyer as identified below for the sale and purchase of natural gas. Seller or Buyer may hereinafter be referred to individually as a "**Party**" and together as the "**Parties**." The Base Contract, along with the Transaction Confirmation (as defined below) governs all transactions that the Parties have entered into on or after the Effective Date for the purchase by Buyer of Gas from Seller (each, a "**Transaction**", collectively the "**Agreement**"). For the purposes of this Agreement, natural gas or "**Gas**" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and used as fuel.

1. **Notices.** Any notice, request, claim, demand, Transaction Confirmation and other communication required under this Agreement must be provided in writing ("**Notice**") and, unless the method of delivery is expressly stated otherwise in this Agreement, will be sent either via U.S. mail, private courier service, facsimile, or electronic message to the applicable address listed below. In accordance with this Section, Buyer shall advise Seller of any changes or updates to its contact information for Notice purposes. Buyer's failure to provide timely updates to Notice information constitutes a waiver of any challenge to the adequacy of Notice provided by Seller via the contact information identified in this Section 1. Except as otherwise provided in this Base Contract, a Notice will be considered effective (a) on the date sent, if such Notice is sent by either Party via fax machine or electronic message, and (b) on the 2<sup>nd</sup> Business Day after the date such Notice is sent by either Party via U.S. mail or private courier service. "**Business Day**" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

**Seller's Address:**

9811 Katy Freeway, Suite 1400  
Houston, TX 77024  
Phone: (800) 495-9880

**Seller's Address for Notices**

**(Same as above):**

Attn: Legal  
Email: [legal@symmetryenergy.com](mailto:legal@symmetryenergy.com)  
Attn: Contract Administration  
Email: [confirms@symmetryenergy.com](mailto:confirms@symmetryenergy.com)

**Seller's Address for Transaction Confirmations**

**(Same as above):**

Attn: Contract Administration  
Email: [confirms@symmetryenergy.com](mailto:confirms@symmetryenergy.com)

**Buyer Other Information:**

Federal Tax ID: \_\_\_\_\_  
Other Tax ID: \_\_\_\_\_  
Jurisdiction of Organization: TX

Company Type: ☐ Corporation ☐ Ltd. Partnership  
☐ LLC ☐ Partnership  
☐ LLP ☐ Governmental Authority

**Buyer's Legal Name: NEA Baptist Memorial Hospital**

Buyer's Address: 350 N Humphrey's Blvd  
City/State/Zip: Memphis, TN 38120  
Phone:

**Buyer's Address for Notices:**

Attn: Kyle Sanders  
Address: 350 N Humphrey's Blvd  
City/State/Zip: Memphis, TN 38120  
Phone: 870-936-0100  
Email: [kyle.sanders@bmhcc.org](mailto:kyle.sanders@bmhcc.org)  
Email:

**Buyer's Address for Transaction Confirmations:**

Attn: Kyle Sanders  
Address: 350 N Humphrey's Blvd  
City/State/Zip: Memphis, TN 38120  
Phone: 870-936-0100  
Email: [kyle.sanders@bmhcc.org](mailto:kyle.sanders@bmhcc.org)  
Email:

**Buyer's Address for Invoices:**

Attn: Kelly Taylor  
Address: 350 North Humphreys Boulevard  
City/State/Zip: Memphis, TN 38120  
Phone:  
Email: [kelly.taylor@bmhcc.org](mailto:kelly.taylor@bmhcc.org)  
Email:

2. Transaction Confirmations. With respect to each Transaction, Seller shall sell and deliver, and Buyer shall purchase and receive, the Volume Commitment of the Gas at the Delivery Point(s) for the Delivery Period, and Buyer shall pay Seller the Contract Price. Before a Transaction becomes binding on either Party, Seller shall send a written confirmation of the terms of such Transaction (a "**Transaction Confirmation**") to Buyer via electronic message as soon as practical after the Parties reach agreement on such terms. A Transaction and the applicable Transaction Confirmation shall become binding on the Parties, (i) absent manifest error, automatically at 5:00 p.m., Central Standard Time, on the second Business Day following the day the Transaction Confirmation is sent to Buyer (the "**Confirm Deadline**"), unless a Party cancels the Transaction or disputes or revokes the Transaction Confirmation via electronic message to the other Party delivered prior to the Confirm Deadline or (ii) on the effective date of Buyer's execution and delivery to Seller of the unmodified Transaction Confirmation; whichever occurs first. The Transaction Confirmation (as defined herein) represents the Parties' final agreement regarding the specific terms of the Transaction and supersedes any prior oral or written agreements, understandings or promises relating to the Transaction. In the event of a conflict between the terms of the Agreement and Transaction Confirmation, the latter shall control for that relevant Transaction, except as to Sections 4 (Restrictive Orders), 8 (Performance Breach), 9 (Early Termination), 13 (Force Majeure), and 18 (Market Disruption) of this Agreement, which shall always govern and control. Any amendments or modifications to a Transaction Confirmation after the Confirm Deadline must be in writing and signed by both Parties.

### 3. Transaction Terms.

(a) Each Transaction Confirmation will specify, at a minimum, (i) the name of Buyer and Seller, (ii) Buyer's facility or account that is the subject of the Transaction (the "**Facility**"), (iii) the contract price for Gas (the "**Contract Price**"), (iv) any associated fees and charges applicable to the Transaction (collectively, the "**Additional Charges**"), (v) the primary term of the Transaction (the "**Initial Period**") and whether any automatic term renewals apply following the Initial Period (the term following the Initial Period, a "**Renewal Period**" and, together with the Initial Period, the "**Delivery Period**"), (vi) the point(s) where Seller will deliver the Gas to Buyer (the "**Delivery Point(s)**"), (vii) the Gas volumes Seller is obligated to deliver to and Buyer is obligated to receive at the Delivery Point(s) (the "**Contract Quantity**" or "**Volume Commitment**", such terms being used herein interchangeably), and"), and (viii) whether such deliveries and receipts will be Firm or Interruptible (the "**Performance Obligation**"). If a Transaction Confirmation does not specify that a Renewal Period applies, but Seller continues to deliver and Buyer continues to receive Gas after the expiration of the Initial Period, then the Transaction will be deemed to automatically continue for a month-to-month Renewal Period under the terms of the Transaction Confirmation until terminated by either Party upon 30 days' Notice, except that (i) the Contract Price during each month of such Renewal Period will be determined by Seller and (ii) the Volume Commitment during each month of such Renewal Period will be (x) the quantity nominated by Buyer (or Seller on behalf of Buyer) or (y) Buyer's historical receipt of Gas at the Delivery Point(s) as determined by Seller ("**Buyer's Gas History**").

(b) Subject to prior credit approval by Seller, Buyer may elect to convert the Contract Price (if it is a floating price) for a portion of the Volume Commitment in a Transaction Confirmation (the "Base Transaction Confirmation") from a floating price to a fixed price (commodity, basis differential, or both). The fixed price (or fixed price component if both commodity and basis differential are not fixed) and the portion of the Volume Commitment 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 (a "Fixed Price Transaction Confirmation"). Unless otherwise specifically provided for in the Fixed Price Transaction Confirmation, all other terms and conditions of the Base Transaction Confirmation including, but not limited to Additional Charges will continue to apply.

(c) If a Transaction Confirmation specifies (i) a fixed price or a first-of-month (FOM) index price as the Contract Price and (ii) the Volume Commitment as 100% of Buyer's Gas requirements at the Delivery Point(s), then the following provisions will apply: (a) Buyer acknowledges and understands that Seller is utilizing Buyer's Gas History for purposes of determining the Contract Price, Volume Commitment, and Gas services to Buyer's Gas requirements for the Delivery Period; and (b) in the event of any material variance (hereby defined as plus/minus 10% or greater) between Buyer's actual Gas at the Delivery Point(s) and Buyer's Gas History results in variance charges, incremental Gas purchase or sales, penalties, damages, or other costs and expenses, then such amounts will be reimbursed by, or passed through to, Buyer.

(d) If a Transaction Confirmation is subject to (i) a Renewal Period and (ii) a fixed price with respect to all or part of the Volume Commitment for any month during the Renewal Period, as applicable, then in effect, then the Delivery Period of the Transaction Confirmation will be deemed to have been extended through and including the last calendar month of the Renewal Period in which all or part of the Volume Commitment for any month occurring during such Renewal Period is subject to a fixed price.

4. Restrictive Orders. 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 Section 5. 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 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 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.

5. **Invoicing and Payment.** Seller will invoice Buyer on a monthly basis for all Transactions in effect during the preceding month based on the Contract Price, Volume Commitment and Additional Charges, if any, set forth in the respective Transaction Confirmations. Buyer will pay Seller the full invoice amount in accordance with the payment instructions set forth on the invoice within 10 days of the invoice date (the **"Payment Due Date"**); *provided, however*, that if the Payment Due Date falls on a non-Business Day, the Payment Due Date shall be the following Business Day; *provided, further, however*, if Buyer, in good faith, disputes the invoice amount, Buyer will pay the undisputed amount of the invoice by the Payment Due Date and provide a dispute Notice, including written documentation with reasonably fully particulars to support the disputed amount, within 10 days following the Payment Due Date or else waive the right to challenge the invoice amount. If Buyer fails to pay any undisputed invoiced amounts or provide written documentation with reasonably fully particulars to support any disputed amount by the Payment Due Date, Seller may charge and collect from Buyer a late fee equal to the lesser of 1½% of the outstanding balance per month (compounded monthly) or the maximum interest rate allowed by law. Buyer will pay Seller for all costs and expenses incurred by Seller (including reasonable attorneys' fees) to collect any past due invoiced amounts. Buyer will be responsible for and pay all taxes and fees assessed by governmental entities on the purchase and sale of Gas hereunder (including any gross receipts taxes and franchise fees). If Buyer is entitled to a tax exemption, Buyer shall provide Seller with any necessary documentation of such exception. All invoices and associated payments are final unless either Party disputes the accuracy of such invoice(s) or payment(s) in writing, with reasonably full particulars to support such dispute, within two (2) years after the invoice date (or later if applicable Transporter tariff provisions allow).

6. **Measurement.** The Gas quantities used for invoicing purposes will be the Gas quantities as measured during the invoice period by the applicable Transporter operating the Gas metering equipment at the Delivery Point(s) as ultimately determined and reported by the Transporter (the **"Measured Volumes"**). In the event the Measured Volumes are not reported by the Transporter before Seller's invoice date, the Gas quantities at the Delivery Point(s) for that invoice will be estimated by Seller and such estimated quantities will then be adjusted to the applicable Measured Volumes on Seller's next invoice after such Measured Volumes are reported by the Transporter. For any invoice period during which Gas is delivered by Seller to Buyer under two or more Transactions to the same Delivery Point(s), Seller will apply the Measured Volumes for invoicing purposes in the following order (and therein all in ascending date order): (i) FM Gas, (ii) RO Gas, (iii) fixed price, (iv) index price, and then (v) market rate.

7. **Credit Terms.** Buyer must meet Seller's creditworthiness standards at all times. Buyer will provide to Seller, as Seller may reasonably request from time to time, sufficient information to enable Seller to determine Buyer's creditworthiness, including, but not limited to, financial statements and trade references. If Buyer does not at any time meet Seller's creditworthiness standards Seller may require that Buyer provide sufficient credit support for Buyer's payment obligations under this Agreement, in the form and amount, for a term, and from an issuer (as the case may be) reasonably acceptable to Seller. Any credit support subject to an expiry date and which is not renewed or renewable by the issuer must be replaced with adequate credit support meeting the requirements hereof and provided to Seller prior to the expiration of the expiring credit support. Buyer authorizes Seller to obtain Buyer's Gas usage data and credit history from any Transporter serving Buyer's Facilities and appoints Seller as its agent solely for the purpose of obtaining such usage data and credit history. Each Party agrees that this Section 8 supersedes and replaces in their entirety any requirements of law relating to assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code.

8. **Performance Breach.** As used in this Agreement, **"Firm"** means that either Party may interrupt its performance without liability only to the extent that such performance is excused by a Force Majeure Event or the action(s) or inaction(s) of the other party, and **"Interruptible"** means that either Party may interrupt its performance at any time for any reason without liability. Except as provided in Section 9, and unless a different remedy for breach of a Firm obligation is specified in a Transaction Confirmation, the sole and exclusive remedy of the Parties in the event of a breach of a Firm obligation is, in addition to the payment or reimbursement of any Transporter imbalance charges or penalties caused by such breach, as follows: (a) in the event of a breach by Seller on any day, Seller shall pay Buyer an amount (that amount, **"Seller's Cover Payment"**) equal to the difference between the Volume Commitment for that day and the quantity of Gas delivered to the Delivery Point(s) during that day, multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a daily index price reflecting then-current market conditions that correlate to the location of the most relevant supply pool, as determined by Seller in a reasonable manner (the **"Daily Spot Price"**); and (b) in the event of a breach by Buyer on any day, Buyer shall pay Seller an amount (that amount, **"Buyer's Cover Payment"**) equal to the difference between the Volume Commitment for that day and the quantity of Gas received at the Delivery Point(s) during that day, multiplied by the positive difference, if any, obtained by subtracting the Daily Spot Price from the Contract Price. Seller will apply a credit in the amount of Seller's Cover Payment, if any, and a charge in the amount of Buyer's Cover Payment, if any, in the invoice(s).

9. **Early Termination.**

(a) Either Party may (i) terminate a Transaction if (x) the other Party breaches a Firm obligation with respect to such Transaction for a period of more than 30 consecutive days regardless of whether such failure is excused, in whole or in part, by a Force Majeure Event or (y) the Facility or Delivery Point(s) that are the subject of the Transaction are served by a Transporter and become ineligible for transportation service by such Transporter regardless of whether such ineligibility is excused, in whole or in part, by a Force Majeure Event, and (ii) terminate this Agreement and all Transactions then in effect if the other Party or its guarantor (if any) files or has filed against it a petition for relief under the United States Bankruptcy Code or similar state law for the protection of creditors, or otherwise becomes bankrupt or insolvent, has a receiver or similar official appointed with respect to it or substantially all of its assets, makes an assignment or any general arrangement for the benefit of creditors, or is unable to pay its debts as they fall due.

(b) Seller may terminate this Agreement and all Transactions then in effect if Buyer or its guarantor (if any): (i) fails to pay any invoice amount not subject to a Dispute Notice provided pursuant to Section 5 on or before 15 days following the Payment Due Date, if such failure is not excused or cured within 5 business days after written Notice thereof from Seller; (ii) fails to provide credit support in accordance with Section 7 on or before the end of the 2<sup>nd</sup> Business Day following Seller's request; (iii) fails to perform or maintain in full force and effect any obligation owed to Seller with respect to any credit support provided under Section 7; or (iv) makes any representation

or warranty that was false or misleading in any material respect when made or when deemed made or repeated, or if any representation or warranty becomes untrue or incorrect in any material respect.

(c) The Party having the right to terminate under this Section (the “**Non-Defaulting Party**”) may give Notice of termination to the other Party (the “**Defaulting Party**”), and such termination will be effective upon the date of the Notice, unless a later termination date is designated in the Notice, in which case the termination will be effective upon such later termination date, which later date must be no later than 20 days after the date of the Notice (the effective date of the termination, the “**Early Termination Date**”). To the extent the right to terminate under this Section has occurred and is continuing, the Non-Defaulting Party may also immediately suspend all delivery, receipt, and payment obligations owed under the Terminated Transactions.

#### 10. Early Termination Damages.

(a) If one or more Transactions will be terminated pursuant to Section 9 (the “**Terminated Transactions**”), the Non-Defaulting Party will, as soon as reasonably practicable after the Early Termination Date, liquidate and accelerate the outstanding Volume Commitments under each Terminated Transaction (the sum thereof, the “**Outstanding Volumes**”) as of the Early Termination Date at a market price for similar transactions at the affected Delivery Point(s), as determined by the Non-Defaulting Party in a commercially reasonable manner (the “**Market Price**”). If the product of the Outstanding Volumes multiplied by the Market Price (that product, the “**Market Value**”) is greater than the product of the Outstanding Volumes multiplied by the Contract Price (that product, the “**Contract Value**”), then the difference between them, as discounted by the Non-Defaulting Party to present value in a commercially reasonable manner as of the Early Termination Date, (the “**Liquidated Damages**”) will be owed by Seller to Buyer and, if the Contract Value is greater than the Market Value, then the Liquidated Damages will be owed by Buyer to Seller.

(b) The Non-Defaulting Party will, as soon as reasonably practicable after determining the Liquidated Damages, (i) net or aggregate, as appropriate, the Liquidated Damages against or with (A) all outstanding payment obligations owed between the Parties under the Terminated Transaction(s) as of the Early Termination Date (including any Buyer Cover Payment or Seller Cover Payment) for which payment has not been received, (B) any and all costs and penalties imposed by a Transporter or other third party on the Non-Defaulting Party as a result of the early termination, (C) all reasonable, out-of-pocket costs and expenses incurred by the Non-Defaulting Party in connection with terminating and liquidating the Terminated Transactions, including but not limited to, any brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangements undertaken to hedge its obligations under the Terminated Transactions or in entering into new arrangements to replace the Terminated Transactions, and (D) any and all costs and expenses incurred by the Non-Defaulting Party (including reasonable attorney fees and court costs, if any) to collect any amounts due, or in connection with enforcing its rights, hereunder, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other (the “**Net Settlement Amount**”) and (ii) notify the Defaulting Party of the Net Settlement Amount. The Party owing the Net Settlement Amount shall pay it in full to the other Party within 15 days after the date of that Notice. Interest on any unpaid portion of the Net Settlement Amount will accrue from the date due until the date of payment at the rate set forth in Section 5.

11. Risk of Loss, Indemnification and Disclaimer of Implied Warranties. For each Transaction, title to and risk of loss for the Gas will pass to Buyer at the Delivery Point(s). Seller shall indemnify Buyer and save it harmless from all losses, liabilities, damages and demands including reasonable attorneys’ fees and costs of court (“**Losses**”) arising from or out of claims of personal injury, including any wrongful death action, or property damage from said Gas (collectively, the “**Claims**”) that attach before title to said Gas passes to Buyer, and Buyer will indemnify Seller and save it harmless from all Losses arising from or out of Claims that attach at and after title to said Gas passes to Buyer. If Buyer is a governmental entity, these indemnity obligations will only apply to the extent permitted by applicable law. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRIOR SENTENCE, SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR COMMON LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign this Agreement after Notice to the other Party, *provided that*: (a) in the case of an assignment by Seller, such assignment is (i) to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Seller’s assets or equity or (ii) an assignment, transfer, encumbrance or pledge of this Agreement, or the accounts, revenues or proceeds hereof, in connection with any financing or other financial arrangements; and (b) in the case of an assignment by Buyer, (i) such assignment is to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Buyer’s assets or equity and (ii) such Affiliate or successor meets Seller’s creditworthiness standards as determined by Seller prior to any such assignment taking effect. In no event may either Party sever a Transaction, or any portion of its rights or obligations to receive or deliver Gas under a Transaction, from this Agreement and transfer such Transaction or such rights or obligations separately from the remainder of the Transaction or this Agreement without the express written consent of the other Party. Notwithstanding any assignment hereunder, the assigning Party shall be liable for all obligations incurred or arising under this Agreement prior to the effective date of an assignment otherwise permitted under this Section 12 (the “effective date” of an assignment shall be the date on which the assignee expressly agrees to accept and assume this Agreement and all corresponding obligations from the assigning Party arising as of such date). As of and after the effective date of such permitted assignment, the assignee shall become liable for all obligations arising hereunder to the same degree and to the same extent as if the assignee was the original Party to this Agreement, the assigning Party shall be released from any further obligations hereunder, and the assignee shall become known as “the Buyer” or “the Seller”, as appropriate, under this Agreement on and from said effective date. For the sake of clarity, unless otherwise agreed to in writing by the other Party, the assigning Party will remain liable for all obligations incurred hereunder prior to the effective date of any assignment. Any attempted assignment in violation of this Section will be null and void and without effect. This Agreement will be binding on the Parties’

respective permitted successors and assigns. **"Affiliate"** means an entity that controls, is controlled by, or is under common control with, the assigning Party. **"Control"** of any entity means ownership of at least fifty percent of the voting power of the entity.

13. Force Majeure.

(a) If either Party is prevented or delayed as a result of a Force Majeure Event from performing, in whole or in part, one or more of its obligations under a Transaction and such Party (the **"Claiming Party"**) uses commercially reasonable efforts to give Notice of the Force Majeure Event to the other Party or to the other Party's representative or agent, then from the date the Force Majeure Event commenced and to the extent and for the duration thereof, the Claiming Party will be excused from the performance of its obligations with respect to such Transaction, and shall not be liable for any delay or failure in performing such obligations, if and to the extent that such failure or delay is a result of such Force Majeure Event (other than the obligation to make payments that are otherwise due and payable under this Agreement), including, without limitation, any obligation to deliver the full Volume Commitment and any obligation to deliver the Volume Commitment or Buyer's full requirements at the Contract Price. The Claiming Party's Notice of such Force Majeure Event may initially provide Notice verbally, but will provide written Notice with reasonable detail of the Force Majeure Event as soon as reasonably practicable. The Claiming Party will use commercially reasonable efforts to remedy the failure or delay to perform as a result of the Force Majeure Event; *provided, however*, (A) Seller is not obligated to deliver, and Buyer is not obligated to receive, Gas under a Transaction at points other than the Delivery Point(s) thereunder; (B) neither Party is required to use extraordinary efforts or incur extraordinary costs to avoid or resolve the Force Majeure Event or its impacts; (C) a Force Majeure Event shall not extend the Delivery Period of any Transaction; (D) Seller is not obligated to procure Gas from alternate sources, such as storage; and (E) neither Party is obligated to make up any quantity of Gas it would otherwise have been obligated to sell or purchase, as the case may be, during any period in which a Force Majeure Event was validly claimed.

(b) In the event of a Force Majeure Event, Seller has the right to reduce the quantity of Gas it is obligated to deliver and allocate Seller's Gas Supply as Seller determines in its sole discretion across its customers, including Buyer. **"Seller's Gas Supply"** means Gas acquired by or on behalf of Seller from a third-party supplier or suppliers, whether individually or on an aggregated basis, on a regional, pipeline or geographic basis (as determined solely by Seller in the conduct of its regular business), and from which Seller allocates quantities to be used by Seller to fulfill, in whole or in part, the monthly Volume Commitment (or any daily proration thereof) specified in a Transaction; *provided, however*, unless otherwise expressly agreed to in a Transaction that also specifically memorializes any agreed upon monetary consideration or fees paid therefor by Buyer to Seller, 'Seller's Gas Supply' excludes Gas in any type of storage, imbalance account or any incremental or balance-of-month Gas purchased by or on behalf of Seller in the daily spot market. A Force Majeure Event may require, or may result in the need for (as reasonably determined by Seller), Seller to sell Gas to Buyer (**"FM Gas"**) 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 FM 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 Section 5. Seller shall deliver or receive FM Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, FM Gas will not be priced at the Contract Price of, and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer receives Gas during a Force Majeure Event, Buyer will be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide FM Gas or otherwise cover Buyer's receipt or use of Gas. During a Force Majeure Event, Seller's ability or efforts to source Gas or otherwise cover Buyer's receipt of Gas shall not affect Seller's ability to invoke or the validity of a Force Majeure Event or benefit from the rights set forth in this Section. Notwithstanding the foregoing, if as a result of a Force Majeure Event Seller is unable to deliver or Buyer is unable to receive all or a portion of the applicable Volume Commitment, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such Volume Commitment.

(c) **"Force Majeure Event"** means an event or circumstance, whether of the kind described herein or otherwise, that prevents or delays the Claiming Party from performing, in whole or in part, one or more of its obligations under a Transaction, which event or circumstance is not within the reasonable control of, does not result from the negligence of, and would not have been avoided or overcome by the exercise of reasonable diligence by, the Claiming Party. Subject to the foregoing sentence, Force Majeure Events include, but are not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells, Gas processing facilities, lines of pipe or appurtenant facilities; (iii) interruption, termination and/or curtailment of Firm transportation (including but not limited to Restrictive Orders, pipeline capacity allocations, unscheduled maintenance, pipeline interconnect issues or other similar problems); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation (including but not limited to a tariff regulation in a Transporter's tariff). Unless otherwise specified in a Transaction, the term "Firm" in the preceding sentence means Seller's utilization in its sole discretion of firm service agreement(s) with Transporter(s) under which the Delivery Point(s) is not a specified primary point for the delivery of Gas. Neither Party shall be entitled to the provisions of this Section 13 to the extent the Party claiming Force Majeure failed to remedy the condition and to resume performance under this Agreement with reasonable dispatch; *provided, however*, that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such event.

14. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH

NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

15. **Forward Contract.** The Parties agree that this Agreement, and each Transaction and Transaction Confirmation entered into under this Agreement, constitutes a "forward contract," that Seller and Buyer are each "forward contract merchants" and that this Agreement constitutes a "master netting agreement," in each case within the meaning of the United States Bankruptcy Code.

16. **Dodd-Frank Transaction Classification.** Each Party represents as of each time it enters into a Transaction that the Transaction qualifies for either (a) the forward contract exclusion as set forth under Section 1a(47)(B)(ii) of the Commodity Exchange Act or (b) the trade option exemption as set forth under 17 C.F.R. Section 32.3(a). Each Party will promptly give Notice to the other Party if the foregoing representation becomes incorrect or misleading. If a Transaction is subject to any governmental reporting requirements, including but not limited to any reporting requirements of the Commodity Futures Trading Commission enacted under Title 7 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, each Party will provide the other Party any information reasonably requested by such other Party to enable it to comply with those requirements.

17. **Buyer Representations.** Buyer represents and warrants to Seller, as of the Effective Date and the date of each Transaction Confirmation, that it (a) is acting for its own account; (b) has made its own independent decision to enter into this Agreement and each Transaction and as to whether this Agreement and each such Transaction is appropriate or proper for it based upon its own judgment; (c) is not relying upon the advice or recommendations of Seller in entering into this Agreement and each Transaction; (d) is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of this Agreement and each Transaction; (e) understands that information and explanations of the terms of each Transaction will not be considered investment or trading advice or a recommendation to enter into that Transaction; (f) understands that no communication (written or oral) received from Seller will be deemed to be an assurance or guarantee as to the expected results of a Transaction; (g) this Agreement and each Transaction Confirmation has been executed by its duly authorized representative; (h) the execution, delivery and performance of the Agreement and each Transaction are within its powers, have been duly authorized by all necessary action, and do not violate any terms and conditions in its governing documents, any contracts to which it is a party or any law applicable to it; and (i) understands that Seller is not acting as a fiduciary or agent for or an advisor to it in respect of this Agreement or any Transaction.

18. **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.

19. **Dispute Negotiations.** Any dispute, controversy, or Claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, including a dispute of the invoice amount as contemplated by Section 5 (a "Dispute") must be sent in writing to the other Party ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between the Parties, including not fewer than two negotiation sessions attended by an authorized representative of each Party. Any third-party energy manager or consultant of Buyer will not be deemed to be an authorized representative of Buyer for purposes of this Section unless Buyer expressly specifies such in writing to Seller. In the event the Parties are unable to resolve such Dispute within sixty (60) days of the date of the Dispute Notice for whatever reason, either Party may pursue arbitration in accordance with Section 20 to enforce its rights pursuant to this Agreement.

20. **Arbitration as a Final Resort.** If the Parties cannot in good faith resolve any Dispute for any reason, including, but not limited to, the failure of negotiation sessions, then any Dispute (including its arbitrability) that is not resolved under the provisions of Section 19 within a period of no later than sixty (60) days will, upon notice by either Party to the other, be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of the Expedited Procedures of the AAA's Commercial Arbitration Rules as in force in 2021, except as to the selection of arbitrators, the procedure for which is described herein. There shall be three (3) arbitrators. The Parties agree that one arbitrator shall be appointed by each Party within fourteen (14) days of receipt by respondent(s) of the notice requesting arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules, and

the third presiding arbitrator shall be appointed by agreement of the Parties within fourteen (14) days of the appointment of the second arbitrator or, in default of such agreement, by the AAA. For the avoidance of doubt, there shall be no discovery other than the exchange of Exhibits pursuant to the AAA's Commercial Rules, Expedited Procedures, Rule E-5, and merits hearings (of no more than two days in length) must be scheduled to occur within thirty (30) days of confirmation of the third arbitrator's appointment, and an award rendered within fourteen (14) days of the end of the merits hearings. The substantially prevailing party in such arbitration, which shall be determined by the arbitrators in their award, shall be entitled to an award of attorneys' fees and costs. Such fees and costs shall be determined by the arbitrators within fourteen (14) days of the issuance of the merits award after the submission of a single five (5) page brief by each party within seven (7) days of such issuance. The arbitration venue shall be seated in Houston, Texas. Judgment on the award(s) rendered by the arbitrators may be entered in any court having jurisdiction thereof.

21. Governing Law & Forum Selection. This Agreement is to be construed and governed by the laws of the State of Texas, exclusive of its choice of law rules. The Parties agree that the exclusive jurisdiction for any Dispute or litigation arising out of or relating to this Agreement shall be in a Texas District Court in Harris County, Texas or the United States District Court for the Southern District of Texas. The Parties waive any objection to jurisdiction and venue which the Parties otherwise may have to this venue for any such lawsuit.

22. Class Action Waiver. The Parties agree to bring claims only in their individual capacity and not as a plaintiff or class member in any purported class, consolidated or representative action or proceeding of any kind. Further, unless both Parties agree otherwise in writing, arbitrators may not consolidate more than one party's claims and may not otherwise preside over any form of a class, consolidated or representative action or proceeding of any kind. BY AGREEING TO THIS PROVISION, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ACTION PROCEEDINGS, INCLUDING AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

23. Miscellaneous. This Agreement and its terms are considered confidential by each Party and may not be disclosed to third parties except to the extent disclosure is necessary for its implementation or otherwise required by law, and except to such Party's or its Affiliates' employees, auditors, lawyers or other agents or advisors or prospective lenders, investors or purchasers of all or substantially all of such Party's assets or any of its rights under this Agreement, provided such persons are required to keep the information that is disclosed in confidence. No delay in exercising, waiver, or forbearance of any provision of this Agreement will be held to be a waiver or forbearance or require a waiver or forbearance of such provision in the future. Any portion of this Agreement which may be deemed to be unenforceable or illegal will not affect the enforceability or legality of its remaining terms. This Agreement will not be construed as creating any third-party beneficiaries hereof. Any and all amounts payable by either Party under this Agreement will be in U.S. dollars. This Agreement shall be deemed to have been drafted by both Parties. Both Parties obtained advice from competent counsel before executing this Agreement. This Agreement and each Transaction Confirmation may be executed in one or more counterparts. Delivery of an executed counterpart by facsimile or electronic mail in portable document format (.pdf) shall have the same effect as delivery of an executed original.

24. Entire Agreement, Amendment and Construction. This Agreement constitutes the entire agreement between Buyer and Seller and supersedes any and all prior written or oral agreements and promises regarding the subject matter herein. This Agreement and all binding Transaction Confirmations (including any amendments to any of the foregoing) will be construed as a single integrated agreement. This Agreement cannot be amended except by written instrument signed by both Parties.

25. Agreement Termination. This Agreement may be terminated upon the earlier of: (a) by either Party upon the expiration of 30 days' prior Notice to the other Party if no Transactions are in effect and no obligations thereunder are outstanding, (b) automatically and without further action by the Parties, 2 years after the Effective Date if no Transactions are in effect and no obligations thereunder are outstanding, and (c) as otherwise set forth in this Agreement. Sections 6, 11, 12, 15 and 20 through 25 will survive any termination of this Agreement and continue in effect until the rights and obligations therein have been satisfied. It is further agreed that this Agreement, and/or any Transaction(s) then in effect, may be terminated by either Party upon the expiration of 30 days' prior Notice to the other Party 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 the terms hereof and/or those of an affected Transaction.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF the Parties have executed this Agreement with effect from the Effective Date.

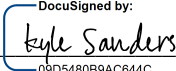
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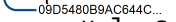
**Seller: Symmetry Energy Solutions, LLC**

**Buyer: NEA Baptist Memorial Hospital**

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

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

Print Name: \_\_\_\_\_

Print Name:  kyle Sanders

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

Title: CFO





## Symmetry Customer Portal

**Register for the Symmetry Customer Portal to access your information 24 hours a day:**

- View and Print Invoice and Account Payment History
- Manage account contacts and contact preferences
- View and Export Daily Usage and Monthly Billing volumes
- Sign up to receive your monthly Invoices as an attachment to an email
- Pay your Invoice securely online by clicking on the Invoice and Payment Options link
- View Energy Resources and Insights

**To register, go to <https://portal.symmetryenergy.com/> (formerly myCES) and click on the Register link or reach out to your sales rep directly. Maintaining contact details with Symmetry will ensure you stay up to date with the latest information, including critical account notices, emergency notifications, invoices and more. As some information may be time sensitive, please review and update your contact information today.**

## Paperless Invoicing

**We're now fully Paperless! Eliminating paper invoices helps us reduce waste and direct more resources to serving our customers. Invoices can now be received monthly via e-mail or online at our Customer Portal.**

## Payment Options

Method	Cost	Instructions
<b>Automatic Bank Draft (ABD)</b>	Free Maximum amount per transaction is \$9,999,999.99	Funds are automatically withdrawn monthly from your bank account in the amount of your current invoice on your invoice due date. To enroll, please complete the online authorization form at <a href="https://portal.symmetryenergy.com/">https://portal.symmetryenergy.com/</a> and hover over Invoice and Payment Options, selecting Sign Up for Auto Draft.
<b>Online</b>	Free Maximum amount per transaction is \$9,999,999.99	<b>Electronic Funds Transfer (EFT)</b> Funds are withdrawn from your bank account in the amount that you specify. There is no cost for this service! Payments are accepted by calling 866-578-7617 or online at <a href="https://portal.symmetryenergy.com/">https://portal.symmetryenergy.com/</a> . You will need your bank account and bank routing numbers, as well as the first seven-digits of your Symmetry Energy Solutions invoice number to process payment.
	\$57.95 per transaction* Maximum amount per transaction is \$3,000.00	<b>Credit/Debit Card</b> Credit and debit card payments are processed through HP Convenience Pay™, which charges a transaction fee. Discover, MasterCard and Visa cards are accepted. Payments are accepted by calling 866-578-7617 or online at <a href="https://portal.symmetryenergy.com/">https://portal.symmetryenergy.com/</a> . You will need the first seven-digits of your Symmetry Energy Solutions invoice number and card information to process payment. Please note that you do not need to be registered for the Symmetry Customer Portal to make this type of payment.
<b>Phone</b>	Cost varies by payment method	Call HP Convenience Pay at 866-578-7617. You will need the first seven-digits of your Symmetry Energy Solutions invoice number.
<b>Wire or ACH Transfer</b>	Free	Please use the wire or ACH transfer instructions and bank account number listed at the bottom of your current invoice, <b>WIRE TRANSFER</b> (ABA #021000021) or <b>ACH</b> (ABA #111000614): <b>Account Number:</b> 100080578