07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38305

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
44389	Walmart Stores Arkansas, LLC			
		N		

RRC COID:	475	COMPANY NAME:	SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38305 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer: () Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. () Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an

inoperable phone line for each meter.

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
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URRENT RATE C	OMP	ONENT
ATE COMP. ID		DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title] [Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address CA#
		Delivery Point(s) For the account of Customer at Customer's Facility located at
		ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38305

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

	facility located at,
	MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream pipeline of	capacity and upstream gas supply for the entire time
period of November 1st through March 31st each year. centsCustomer authorizes	s the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure both the req	uisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the facility.	entsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November 1st through	ugh March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream pipeline	e capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equivalent go	
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, dama	ages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspension of nat	tural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. fro	om any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted by third par	
suspension of natural gas service for any period of time. Nevertheless, to the exte	ent applicable, nothing in this Agreement shall in any
manner serve to waive the sovereign immunity of the State of Texas. centsIn the	event of any change in circumstances pertaining to
Customers upstream pipeline and upstream gas supply arrangements, Customer a	agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow Information	n Center at the following address: Summit Utilities
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkans	
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at
has on hand a fully fu	unctioning
	(Describe type of back-up system) that can replace
natural gas as the energy source for all of the facilitys human needs usage require	ements. This back-up system is also capable of being a
continuing and sustaining source of energy for all of the facilitys human needs us	sage requirements. Accordingly, on behalf of the Board
of Directors or equivalent governing body, Customer hereby certifies it does not	require centsfirm pipeline capacity and natural gas
supplies to meet its facilitys human needs usage requirements. centsCustomer rec	cognizes that if all or any portion of its natural gas
supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery poi	nt, its natural gas service may be interrupted or
curtailed. centsCustomer acknowledges that the Companys sole responsibility to	it is to redeliver to Customers facilities such gas
supplies as Customer or its agents physically deliver to the Companys city gate,	
Schedule No. 9) which will not categorize Customers facility as a human needs of	customer. In acknowledgement of these facts, should all
or any portion of Customers natural gas supplies fail to reach the appropriate Con	mpany city-gate delivery point, Customer is authorized

supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed. centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationser

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

IRRENT RATE COMPONENT ATE COMP. ID DESCRIPTION and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the exteent not already satisfied, Customer shall pay Company for the installation of appropriate elemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the custom of the custom of the customer shall be added to the customer of the customer and installation casts for each meter. Customer will be subject to meter reading fees for an incorpeable phone line for each meter. () Option2: Customer will provide an analog phone line for each meter and pay for standard telement equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and 8-54 per month per meters that do require pressure instrumentation and set per month per meters and customer of not be subject to meter reading fees. () Option3: Customer elects wireless service through Summit Utilities Arkansus, Inc. for each meter and agrees to pay for standard telementry equipment and installation costs for each meter. The few will be \$10 per month per meter, and Customer on the subject to meter reading fees. () Option3: Customer elects wireless service through Summit Utilities Arkansus, Inc. for each meter and adverts to pay a monthly fee standard telementry equipment and installation costs for each meter. The few will be \$40 per month for meters that do not require pressure instrumentation and \$54 per month per meter for meters that of comply with all meters and elects to pay a monthly fee standard telementry equipment and installation costs for each meter. The few will be \$40 per month for meters that do not require pressure instrumentation and \$54 per month for meters that one of the standard telementry equipment and installation costs for each meter. The few will be \$40 per month for meters that do			
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equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$44 per month per meters that do require pressure instrumentation. The customer will be subject to meter readin fees for an inoperable phone line for each meter. () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer not be subject to meter reading fees. () Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as require by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment. Section 6.6 'To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution. Section 6.7 'This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, and proceedir related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas, Its WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By [Name] [Title] Customers and the point of the state of Arkansas, Inc. at or near [Name] [Title] (Name] [Title] (Address) [EXHBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENTITRANSPORTA			() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
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standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require press instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above. Customer shall comply with all necessary and appropriate procedures, as require by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment. Section 6.6 'To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution. Section 6.7 'This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceedir related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By [Name Title] CUSTOMER: By: [Name Title] CUSTOMER: CAREEMENTTRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: [Each of the distribution of active the point(s) where the [Upstream plenie) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near [Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at [Texas Delivery Point(s) For the account of Customer at Customer's Facility located at [Texas Delivery Point(s) For the account of Customer at Customer's Facility located at [Texas Delivery Point(s) For the account of Customer at Customer's Facility located at [Texas Delivery Point State Point(s) For the account of Customer at Point State Point St			telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will
its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution. Section 6.7 This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceedin related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By [Name][Title] CUSTOMER: By: [Name][Title] CUSTOMER: Secipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near , Texas. Delivery Point(s) For the account of Customer's accidence of the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near , Texas. Delivery Point(s) For the account of Customer's accidence of Summit Utilities Arkansas, Inc. at or near , Texas QUANTITIES Maximum E Winter Quantity (MDQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and (Customer) effective WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, the Agreement select more than one of the two supply options offered under Part 3.1.3. LCS-1; and WHEREAS, the Agreement select more than one of the two supply options offered under Part 3.1.3. LCS-1; and WHEREAS, the Agreement select more than one of the two supply options offered under Part 3.1.3. LOS-1; and WHEREAS, the Agreement of the country of the parties with the parties with the parties wit			
related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By			Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address:			
1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method] 2.[other provisions] 3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermin Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS INC. By:			CUSTOMER:By:[Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near, Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at, Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and (Customer) effective WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, the Agreements
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Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS INC. By:			2.[other provisions]
entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in			POOLING SERVICE AGREEMENT THIS AGREEMENT (the Agreement) is made and entered into as of the day of, 20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Pool Manager, WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.		
TARIFF CODE:	DT	RRC TARIFF NO: 38305		
CURRENT RATE				
RATE COMP. ID		<u>DESCRIPTION</u>		
		Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:		
		ARTICLE I NOMINATIONS AND ALLOCATIONS Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.		
		ARTICLE II IMBALANCES Section 2.1` Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.		
		Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.		
		ARTICLE III PAYMENTS Section 3.1 'Payments due Company for Customers' imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 'In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.		
		ARTICLE IV TERM Section 4.1 `This Agreement shall be effective and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 `Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.		
		Section 5.2 `Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.		
		Section 5.3 `Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS AGENT FOR CUSTOMERS By: [Name][Title][Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer]		
		[Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of by and between Summit Utilities		

WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By:_______ [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS AGENT FOR CUSTOMERS ______ By:_____ [Name][Title] [Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer]_____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _______, by and between Summit Utilities Arkansas, Inc., and ________, (Customer) Ladies and Gentlemen: This Letter will evidence the understanding between ________ (Agent) and Summit Utilities Arkansas, Inc. (Company), that effective as of _______, Agent will act as Customer's agent for services provided by Company pursuant to the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

() Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 473		COMPAN	Y NAME: SUMMIT UT	ILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TAF	RIFF NO:	38305			
CURRENT RATE COM	PONENT					
RATE COMP. ID	DESCRIPTION					
	Agent, or Compan the expiration of a Agent. Notwithsta cancellation of the foregoing is accept SUMMIT UTILIT DAY OF	y but no such five (5) day p nding the for referenced A able, please s IES ARKAN	1. Customer's designation and aptermination or cancellation shall eriod after Company's receipt of egoing, this designation and appogreement. This Agency Agreemer o indicate by having an authorize SAS, INC. By:	be effective as to Company written notice of such terminintment of Agent shall auton t will supercede any previoud officer execute and return ACC	until the first day of the monation or cancellation from natically terminate upon tersly executed Agency Agreto the undersigned. Very treePTED AND AGREED	nth, following Customer or mination or ements.If the uly yours, TO THIS
	2)		Name: Name: ACCEPTED AND	AGREED TO THIS	DAY OF	,20
	AGENT:		By:By:			
PSIF		Regulatory	Pipeline Safety and Regulatory Program Fee is a one-time surcha to April 30, 2024			
RATE ADJUSTMENT	T PROVISIONS:					
None						
DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512	D	MMBtu	\$.0000	03/01/2024	N	
DESCRIPTION:	Delivery of Gas to C	ustomer's Fac	ility Texarkana, Inc.			
Customer	14389	Walr	nart Stores Arkansas, LLC			
TYPE SERVICE PROVIDED						
TYPE OF SERVICE	SERVICE DESC	RIPTION	OTHER	TYPE DESCRIPTION		
Н	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.						
Compension does of did e	aist citiici witti allottit	a gas unnty,	momer supplier of natural gas, of	a supplier of all alternative	ionii oi energy.	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38306

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	<u>DELIVERY POINT</u>	
44388	Wadley Regional Medical Center			
		N		

RRC COID: 475	5 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	RRC TARIFF NO: 38306
URRENT RATE COM	PONENT
RATE COMP. ID	DESCRIPTION
a.LCS-1 Tnspt Terms	LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
	(System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the day of,20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and, a corporation, hereinafter referred to as Customer, WITNESSETH THAT: WHEREAS, Company is a local distribution company;and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3,Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.
	ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2`The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3`The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
	ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.
	ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1.
	Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.
	Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.
	Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 38306
URRENT RATE	COMP	
ATE COMP. ID		DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address CA#
		Delivery Point(s) For the account of Customer at Customer's Facility located at
		ARTICLE I SUPPLY OPTION Section 1.1 'Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38306

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Email: transportationservices@summitutilities.com

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	, has human needs usage requirements of	facility located at,
and will continue to maintain the corresponding level of firm upstream pipeline capacity and upstream gas supply for the entire time period of November 1st through March 31st each year. centsCustomer authorizes the Company to obtain the firm pipeline capacity information directly from the applicable upstream pipeline to ensure both the requisite level of capacity and that it is firm primary delivery point capacity for each day of the November 1st through March 31st time period. If these certified arrangements should not be accurate, however, or if Customers upstream pipeline capacity or upstream gas supply become insufficient for any reason, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all laibility associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a sult of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn the event of any change in circumstances pertaining to Customers upstream pipeline and upstream gas supply arrangements, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com () Scenario B. centsCustomer certifies that the		MMBtu per day and that Customer has purchased
information directly from the applicable upstream pipeline to ensure both the requisite level of capacity and that it is firm primary delivery point capacity at the appropriate location required to serve the facility, centsCustomer furthermore certifies that it will maintain such firm primary delivery point capacity for each day of the November 1st through March 31st time period. If these certified arrangements should not be accurate, however, or if Customers upstream pipeline capacity or upstream gas supply become insufficient for any reason, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn the event of any change in circumstances pertaining to Customers upstream pipeline and upstream gas supply arrangements, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys as Flow Information Centra at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com () Scenario B. centsCustomer certifies that the	and will continue to maintain the corresponding level of firm upstream pipeline ca	pacity and upstream gas supply for the entire time
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	has on hand a fully fun back-up energy system (I natural gas as the energy source for all of the facilitys human needs usage requirent continuing and sustaining source of energy for all of the facilitys human needs usa of Directors or equivalent governing body, Customer hereby certifies it does not resupplies to meet its facilitys human needs usage requirements, centsCustomer recosupply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point curtailed, centsCustomer acknowledges that the Companys sole responsibility to it supplies as Customer or its agents physically deliver to the Companys city gate, su Schedule No. 9) which will not categorize Customers facility as a human needs cu or any portion of Customers natural gas supplies fail to reach the appropriate Com by the Board of Directors or equivalent governing body to fully release Summit Utilities.	Describe type of back-up system) that can replace ments. This back-up system is also capable of being a ge requirements. Accordingly, on behalf of the Board equire centsfirm pipeline capacity and natural gas gnizes that if all or any portion of its natural gas; it is natural gas service may be interrupted or is to redeliver to Customers facilities such gas bject to the curtailment priority schedule (Policy stomer. In acknowledgement of these facts, should all pany city-gate delivery point, Customer is authorized tilities Arkansas, Inc. and Summit Utilities, Inc. from
curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas,	has on hand a fully fun back-up energy system (I natural gas as the energy source for all of the facilitys human needs usage requirent continuing and sustaining source of energy for all of the facilitys human needs usage of Directors or equivalent governing body, Customer hereby certifies it does not resupplies to meet its facilitys human needs usage requirements, centsCustomer recosupply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point curtailed, centsCustomer acknowledges that the Companys sole responsibility to it supplies as Customer or its agents physically deliver to the Companys city gate, su Schedule No. 9) which will not categorize Customers facility as a human needs cu or any portion of Customers natural gas supplies fail to reach the appropriate Com by the Board of Directors or equivalent governing body to fully release Summit Utany and all claims, lawsuits, damages, costs, expenses, causes of action, and any actions.	Describe type of back-up system) that can replace ments. This back-up system is also capable of being a ge requirements. Accordingly, on behalf of the Board equire centsfirm pipeline capacity and natural gas againzes that if all or any portion of its natural gas, i, its natural gas service may be interrupted or is to redeliver to Customers facilities such gas bject to the curtailment priority schedule (Policy stomer. In acknowledgement of these facts, should all pany city-gate delivery point, Customer is authorized tilities Arkansas, Inc. and Summit Utilities, Inc. from all liability associated with the interruption,
	has on hand a fully fun back-up energy system (I natural gas as the energy source for all of the facilitys human needs usage requiren continuing and sustaining source of energy for all of the facilitys human needs usage of Directors or equivalent governing body, Customer hereby certifies it does not re supplies to meet its facilitys human needs usage requirements. centsCustomer reco supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point curtailed. centsCustomer acknowledges that the Companys sole responsibility to it supplies as Customer or its agents physically deliver to the Companys city gate, su Schedule No. 9) which will not categorize Customers facility as a human needs cu or any portion of Customers natural gas supplies fail to reach the appropriate Company and all claims, lawsuits, damages, costs, expenses, causes of action, and any acurtailment, failure or suspension of natural gas service for any period of time. Customers is considered to the company of the constant of of t	Describe type of back-up system) that can replace ments. This back-up system is also capable of being a ge requirements. Accordingly, on behalf of the Board equire centsfirm pipeline capacity and natural gas againzes that if all or any portion of its natural gas, it is natural gas service may be interrupted or is to redeliver to Customers facilities such gas bject to the curtailment priority schedule (Policy stomer. In acknowledgement of these facts, should all pany city-gate delivery point, Customer is authorized tilities Arkansas, Inc. and Summit Utilities, Inc. from all liability associated with the interruption, stomer further indemnifies Summit Utilities Arkansas,
time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the	has on hand a fully fun back-up energy system (I natural gas as the energy source for all of the facilitys human needs usage requiren continuing and sustaining source of energy for all of the facilitys human needs usage of Directors or equivalent governing body, Customer hereby certifies it does not re supplies to meet its facilitys human needs usage requirements. centsCustomer reco supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point curtailed. centsCustomer acknowledges that the Companys sole responsibility to it supplies as Customer or its agents physically deliver to the Companys city gate, su Schedule No. 9) which will not categorize Customers facility as a human needs cu or any portion of Customers natural gas supplies fail to reach the appropriate Com by the Board of Directors or equivalent governing body to fully release Summit Ut any and all claims, lawsuits, damages, costs, expenses, causes of action, and any acurtailment, failure or suspension of natural gas service for any period of time. Customer, and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits,	Describe type of back-up system) that can replace ments. This back-up system is also capable of being a ge requirements. Accordingly, on behalf of the Board equire centsfirm pipeline capacity and natural gas againzes that if all or any portion of its natural gas, it is natural gas service may be interrupted or is to redeliver to Customers facilities such gas bject to the curtailment priority schedule (Policy stomer. In acknowledgement of these facts, should all pany city-gate delivery point, Customer is authorized tilities Arkansas, Inc. and Summit Utilities, Inc. from all liability associated with the interruption, stomer further indemnifies Summit Utilities Arkansas, damages, costs, expenses, and similar liability that
State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to	has on hand a fully fun back-up energy system (I natural gas as the energy source for all of the facilitys human needs usage requiren continuing and sustaining source of energy for all of the facilitys human needs usa of Directors or equivalent governing body, Customer hereby certifies it does not resupplies to meet its facilitys human needs usage requirements. centsCustomer recosupply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point curtailed. centsCustomer acknowledges that the Companys sole responsibility to it supplies as Customer or its agents physically deliver to the Companys city gate, su Schedule No. 9) which will not categorize Customers facility as a human needs cu or any portion of Customers natural gas supplies fail to reach the appropriate Com by the Board of Directors or equivalent governing body to fully release Summit Utiany and all claims, lawsuits, damages, costs, expenses, causes of action, and any acurtailment, failure or suspension of natural gas service for any period of time. Customers and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, might be asserted by third parties as a result of the interruption, curtailment, failure	Describe type of back-up system) that can replace ments. This back-up system is also capable of being a ge requirements. Accordingly, on behalf of the Board equire centsfirm pipeline capacity and natural gas genizes that if all or any portion of its natural gas to it is natural gas service may be interrupted or is to redeliver to Customers facilities such gas bject to the curtailment priority schedule (Policy stomer. In acknowledgement of these facts, should all pany city-gate delivery point, Customer is authorized dilities Arkansas, Inc. and Summit Utilities, Inc. from and all liability associated with the interruption, stomer further indemnifies Summit Utilities Arkansas, damages, costs, expenses, and similar liability that eror suspension of natural gas service for any period of

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 38306
URRENT RATE (COMP	ONENT
ATE COMP. ID		<u>DESCRIPTION</u>
		and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
		Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
		() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
		Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
		CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near ,Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at ,Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and (Customer) effective WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and WHEREAS, the parties wish to enter this Predetermined Allocation Agreement. NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as
		follows: 1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
		2.[other provisions]
		3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:
		accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by

RRC COID:	475	COMPANY NAME:	SUMMIT UTILITIES ARKANSAS, INC.

CURRENT RATE COMPONENT

COLLEGE VI INITIA COMILIONE

TARIFF CODE: DT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

38306

Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

RRC TARIFF NO:

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 'Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS _[Name][Title][Address] AGENCY AGENT FOR CUSTOMERS AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

() Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 47	5 COMPA	NY NAME: SUMMIT	UTILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TARIFF NO:	38306			
CURRENT RATE COM	IPONENT				
RATE COMP. ID	DESCRIPTION				
	Agent, or Company but no su the expiration of a five (5) day Agent. Notwithstanding the f cancellation of the referenced foregoing is acceptable, pleas SUMMIT UTILITIES ARKA DAY OF By:	ch termination or cancellation s / period after Company`s receip oregoing, this designation and a Agreement. This Agency Agree e so indicate by having an autho NSAS, INC. By:, 20	ad appointment of Agent may be hall be effective as to Company of of written notice of such termi appointment of Agent shall autor ment will supercede any previousized officer execute and returnAC	until the first day of the monation or cancellation from matically terminate upon terusly executed Agency Agreeto the undersigned. Very tracepted AND AGREED Total Title DAY OF	nth, following Customer or mination or ements.If the uly yours, FO THIS
PSIF	Pipeline Safety Inspection Fe	e: Pipeline Safety and Regulato y Program Fee is a one-time su	ry Program Fee pursuant to Texa rcharge per customer bill of \$1.1	as Utilities Code 121.211. T	
RATE ADJUSTMEN	T PROVISIONS:				
None					
DELIVERY POINTS					
<u>ID</u>	TYPE UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512	D MMBtt	\$.0000	03/01/2024	N	
DESCRIPTION:	DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc.				
Customer	44388 W	adley Regional Medical Center			
TYPE SERVICE PROV	IDED				
TYPE OF SERVICE	SERVICE DESCRIPTION	OTH	ER TYPE DESCRIPTION		
Н	Transportation				
TUC APPLICABILITY					
FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.					

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38307

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS

CCSTOWERS				
CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
44387	Texas A & M University-Texarkana			
		N		

RRC COID: 475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	
URRENT RATE COMP	
RATE COMP. ID	DESCRIPTION
a.LCS-1 Tnspt Terms	LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
	(System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the day of,20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and, a corporation, hereinafter referred to as Customer, WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3,Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.
	ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2`The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3`The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
	ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.
	ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1.
	Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.
	Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.
	Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation

and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

DDC COID.	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
RRC COID:		
FARIFF CODE: URRENT RATE (RRC TARIFF NO: 38307
ATE COMP. ID	COMP	DESCRIPTION
ATE COMP. ID		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER:
		By:[Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS AddressCA# Delivery Point(s) For the account of Customer at Customer's Facility located at
		ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 ` Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38307

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	facility located at,
, has human needs usage requirements	of MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream	
period of November 1st through March 31st each year. centsCustomer a	uthorizes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure bot	h the requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the	facility. centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November	1st through March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream	n pipeline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equ	ivalent governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsu	its, damages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspensi	on of natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilitie	s, Inc. from any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted by	third parties as a result of the interruption, curtailment, failure or
suspension of natural gas service for any period of time. Nevertheless, to	the extent applicable, nothing in this Agreement shall in any
manner serve to waive the sovereign immunity of the State of Texas. ce	ntsIn the event of any change in circumstances pertaining to
Customers upstream pipeline and upstream gas supply arrangements, Cu	astomer agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow In	formation Center at the following address: Summit Utilities
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith	n, Arkansas 72902-2414 Email:
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at

has on hand a fully functioning back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

	475	CONTRACTOR CHARMET LITTLE PRICE ADICAC INC
RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: I	DΤ	RRC TARIFF NO: 38307
URRENT RATE C	OMP	ONENT
ATE COMP. ID		<u>DESCRIPTION</u>
		and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
		Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
		() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
		Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
		CUSTOMER:By:[Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near, Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at, Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by
		Summit Utilities Arkansas, Inc. (Company) and
		1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
		2.[other provisions]
		3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By: Title Customer By Title POOLING SERVICE AGREEMENT THIS AGREEMENT (the Agreement) is made and entered into as of the day of, 20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Pool Manager, WITNESSETH THAT:
		WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by

RRC COID:	475	COMPANY NAME:	SUMMIT UTILITIES ARKANSAS, INC.
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TARIFF CODE: DT RRC TARIFF NO: 38307

CURRENT RATE COMPONENT

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Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 'Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 'The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 'Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: AGENT FOR CUSTOMERS [Name][Title][Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 475	COMP	PANY NAME: SUMMIT UTILITIES ARKANSAS, INC.	
TARIFF CODE: DT	RRC TARIFF NO	O: 38307	
CURRENT RATE COMP	ONENT		
RATE COMP. ID	DESCRIPTION		
	Agent, or Company but no the expiration of a five (5) of Agent. Notwithstanding the cancellation of the reference foregoing is acceptable, ple SUMMIT UTILITIES ARE	LCS-1. Customer's designation and appointment of Agent may be terminated or canceled by C such termination or cancellation shall be effective as to Company until the first day of the mon day period after Company's receipt of written notice of such termination or cancellation from C ne foregoing, this designation and appointment of Agent shall automatically terminate upon terminate dynamical Agreement. This Agency Agreement will supercede any previously executed Agency Agreemease so indicate by having an authorized officer execute and return to the undersigned. Very true KANSAS, INC. By:	th, following Customer or nination or ments.If the ly yours, O THIS
PSIF	Pipeline Safety Inspection I	Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. Thatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service.	
RATE ADJUSTMENT	PROVISIONS:		
None			
DELIVERY POINTS			
<u>ID</u>	TYPE UNI	IIT CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL	
125512	D MMI	Btu \$.0000 03/01/2024 N	
DESCRIPTION:	Delivery of Gas to Customer's	's Facility Texarkana, Inc.	
Customer 4	4387	Texas A & M University-Texarkana	
TYPE SERVICE PROVID	DED		
TYPE OF SERVICE	SERVICE DESCRIPTIO	ON OTHER TYPE DESCRIPTION	
Н	Transportation		
TUC APPLICABILITY			
	SECTION 104.003(b) APPL	LICABILITY illity, another supplier of natural gas, or a supplier of an alternative form of energy.	
perion does of did on	u 540 uu	, ,	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38308

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS

CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
44386	Texana Tank Car & Manufacturing			
		N		

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 38308 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:

() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 38308
URRENT RATE	COMP	
ATE COMP. ID		DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address CA#
		Delivery Point(s) For the account of Customer at Customer's Facility located at
		ARTICLE I SUPPLY OPTION Section 1.1 'Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38308

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	facility located at,
, has human needs usage requirements of	MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream pipelin	ne capacity and upstream gas supply for the entire time
period of November 1st through March 31st each year. centsCustomer authorit	izes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure both the	requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the facility	y. centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November 1st th	nrough March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream pipe	eline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equivalen	at governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, da	amages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspension of	natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc.	. from any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted by third	
suspension of natural gas service for any period of time. Nevertheless, to the	
manner serve to waive the sovereign immunity of the State of Texas. centsIn t	
Customers upstream pipeline and upstream gas supply arrangements, Customers	er agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow Informa	
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Ark	tansas 72902-2414 Email:
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at

back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

has on hand a fully functioning

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	RRC TARIFF NO: 38308
URRENT RATE COM	
ATE COMP. ID	DESCRIPTION
	and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
	Section 6.7 This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
	CUSTOMER:
	Summit Utilities Arkansas, Inc. (Company) and
	1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
	2.[other provisions]
	3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:
	"a

RRC COID:	475	COMPANY NAME:	SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38308

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 'Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 'Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS _[Name][Title][Address] AGENCY AGENT FOR CUSTOMERS AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 475)	COMPAN	Y NAME: SUMMIT UT	ILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TAR	IFF NO:	38308			
CURRENT RATE COMI	PONENT					
RATE COMP. ID	DESCRIPTION					
	Agent, or Company the expiration of a Agent. Notwithsta cancellation of the foregoing is accept SUMMIT UTILITI DAY OF	y but no such five (5) day p nding the for referenced A able, please s IES ARKAN	1. Customer's designation and ap termination or cancellation shall leriod after Company's receipt of egoing, this designation and appoigreement. This Agency Agreement in indicate by having an authorized SAS, INC. By:	be effective as to Company to written notice of such termin ntment of Agent shall auton to will supercede any previoud officer execute and returnACC	until the first day of the monation or cancellation from natically terminate upon tensily executed Agency Agreto the undersigned. Very treePTED AND AGREED	nth, following Customer or mination or ements.If the uly yours, TO THIS
	-7-		ACCEPTED AND	AGREED TO THIS	DAY OF	.20
	AGENT:		By:			
	Name:		Title:			
PSIF		Regulatory 1	Pipeline Safety and Regulatory Pr Program Fee is a one-time surchar to April 30, 2024			
RATE ADJUSTMENT	Γ PROVISIONS:					
None						
DELIVERY POINTS						
ID	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125514		MMBtu	\$.0000	03/01/2024		
	_		ility Texarkana, Environ	03/01/2024	11	
DESCRIPTION:	Delivery of Gas to Ci	ustomer's rac	inty Texarkana, Environ			
Customer 4	14386	Texa	na Tank Car & Manufacturing			
TYPE SERVICE PROVI	DED					
TYPE OF SERVICE	SERVICE DESC	RIPTION	OTHER T	TYPE DESCRIPTION		
Н	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING				1. 6		
Competition does or did ex	xist eitner with anothe	er gas utility, a	another supplier of natural gas, or	a supplier of an alternative	form of energy.	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38309

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-04 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

44385 JCM Industries, Inc.

N

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 38309 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 \times Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer: () Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. () Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment

inoperable phone line for each meter.

and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an

RRC COID: 4	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: D'	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
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ATE COMF. ID	DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION) DELIVERY POINTS Address CA# Delivery Point(s) For the account of Customer at Customer at Customer at Customer and Customer at Cust
	Delivery Point(s) For the account of Customer at Customer's Facility located at
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
	Section 1.2 `If volume usage of meters at business facilities under Customer`s common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
	ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
	Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
	Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38309

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A centsCustomer certifies that the	facility located at
() Scenario A. centsCustomer certifies that the, has human needs usage requirements	of MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream p	
period of November 1st through March 31st each year. centsCustomer au	athorizes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure both	the requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the fa	acility. centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November	1st through March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream	pipeline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equi-	valent governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsui	ts, damages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspension	on of natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities	
damages, costs, expenses, and similar liability that might be asserted by t	
suspension of natural gas service for any period of time. Nevertheless, to	
manner serve to waive the sovereign immunity of the State of Texas. cen	
Customers upstream pipeline and upstream gas supply arrangements, Cu	
the Company by sending a certified letter to the Companys Gas Flow Inf	
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith	, Arkansas 72902-2414 Email:
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at
	fully functioning
	system (Describe type of back-up system) that can replace
natural gas as the energy source for all of the facilitys human needs usage	

continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	RRC TARIFF NO: 38309
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ATE COMP. ID	DESCRIPTION
	and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
	Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
	CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near ,Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at ,Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily
	VolumeMMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and (Customer) effective WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and WHEREAS, the parties wish to enter this Predetermined Allocation Agreement. NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows:
	1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
	2.[other provisions]
	3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:

RRC COID:	475	COMPANY NAME:	SUMMIT UTILITIES ARKANSAS, INC.	
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TARIFF CODE: DT RRC TARIFF NO: 38309

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 'Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: _[Name][Title][Address] AGENCY AGENT FOR CUSTOMERS AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID:	475		COMPAN	Y NAME:	SUMMIT U	TILITIES ARKANSA	S, INC.	
TARIFF CODE:	DT	RRC TAI	RIFF NO:	38309				
CURRENT RATE	COMP	ONENT						
RATE COMP. ID		DESCRIPTION						
		Agent, or Comparthe expiration of a Agent. Notwithsta cancellation of the foregoing is accep SUMMIT UTILIT DAY OF By:	y but no such five (5) day p anding the for referenced A table, please : IES ARKAN	termination of period after Coregoing, this do greement. This so indicate by ISAS, INC. By, 20	r cancellation shall ompany's receipt of esignation and appe s Agency Agreeme having an authoriz ::	ppointment of Agent may be be effective as to Company of written notice of such terminointment of Agent shall auton nt will supercede any previoued officer execute and returnACO	until the first day of the monation or cancellation from natically terminate upon te usly executed Agency Agre to the undersigned. Very to CEPTED AND AGREED Title Title To AY OF	onth, following Customer or rmination or ements.If the ruly yours, TO THIS
PSIF			d Regulatory	Program Fee i	s a one-time surch	Program Fee pursuant to Texa arge per customer bill of \$1.1		
RATE ADJUST	MENT	PROVISIONS:						
None								
DELIVERY POINT	ΓS							
<u>ID</u>		TYPE	UNIT	CURRE	NT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512		D	MMBtu	\$.0000		03/01/2024	N	
DESCRIPTION	<u>v:</u> [Delivery of Gas to C	ustomer's Fac	cility Texarkar	na, Inc.			
Customer	44	385	JCM	I Industries, In	c.			
TYPE SERVICE P	ROVID	ED						
TYPE OF SERVI	ICE_	SERVICE DESC	RIPTION		OTHER	TYPE DESCRIPTION		
Н		Transportation						
TUC APPLICABII	LITY							
FACTS SUPPOR					ier of natural cas	r a supplier of an alternative	form of energy	
Compendion does of	i did EXI	st charge what amoun	or gas ummy,	anomer suppn	ici oi naturai gas, u	a a supplier of all alternative.	roim or energy.	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38310

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS

CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
44384	City of Texarkana			
		N		

RRC COID: 475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	RRC TARIFF NO: 38310
CURRENT RATE COMI	PONENT
RATE COMP. ID	DESCRIPTION
3a.LCS-1 Tnspt Terms	LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
	(System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the day of,20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and, a corporation, hereinafter referred to as Customer, WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3,Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.
	ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2'The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3'The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4 of LCS-1

ARTICLE V RATES

Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1.

Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:

() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

DDC COID.	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
RRC COID:		
TARIFF CODE: URRENT RATE (RRC TARIFF NO: 38310
ATE COMP. ID	COMI	DESCRIPTION
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER:
		By:[Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS AddressCA# Delivery Point(s) For the account of Customer at Customer's Facility located at
		ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38310

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	facility located at,
, has human needs usage requirements	of MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream	
period of November 1st through March 31st each year. centsCustomer a	uthorizes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure bot	h the requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the	facility. centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November	1st through March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream	n pipeline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equ	ivalent governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsu	its, damages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspensi	on of natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilitie	s, Inc. from any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted by	third parties as a result of the interruption, curtailment, failure or
suspension of natural gas service for any period of time. Nevertheless, to	the extent applicable, nothing in this Agreement shall in any
manner serve to waive the sovereign immunity of the State of Texas. ce	ntsIn the event of any change in circumstances pertaining to
Customers upstream pipeline and upstream gas supply arrangements, Cu	astomer agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow In	formation Center at the following address: Summit Utilities
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith	n, Arkansas 72902-2414 Email:
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at

has on hand a fully functioning back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	RRC TARIFF NO: 38310
URRENT RATE COMP	ONENT
ATE COMP. ID	DESCRIPTION
	and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
	Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
	CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near ,Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at ,Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily
	Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and (Customer) effective WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and WHEREAS, the parties wish to enter this Predetermined Allocation Agreement. NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows:
	1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
	2.[other provisions]
	3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:

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RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 38310
CURRENT RATE (COMP	ONENT
RATE COMP. ID		<u>DESCRIPTION</u>
		Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:
		ARTICLE I NOMINATIONS AND ALLOCATIONS Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.
		ARTICLE II IMBALANCES Section 2.1` Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.
		Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.
		ARTICLE III PAYMENTS Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.
		ARTICLE IV TERM Section 4.1 `This Agreement shall be effective and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 `Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.
		Section 5.2 `Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.
		Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS AGENT FOR CUSTOMERS By: [Name][Title][Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer]
		[Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of, by and between Summit Utilities Arkansas, Inc., and, (Customer) Ladies and Gentlemen: This Letter will evidence the understanding between, (Customer),, (Agent) and Summit Utilities Arkansas, Inc. (Company), that effective as of, Agent will act as Customer's agent for services provided by Company pursuant to the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the
		purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.
		()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.
		()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

Manager pursuant to Part 3.23. of LCS-1 and

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 475		COMPAN	Y NAME: SUMMIT UT	TLITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TAI	RIFF NO:	38310			
CURRENT RATE COMP	ONENT					
RATE COMP. ID	DESCRIPTION					
	Agent, or Compan the expiration of a Agent. Notwithsta cancellation of the foregoing is accep SUMMIT UTILIT	y but no such five (5) day p anding the fore referenced As table, please s IES ARKANS	Customer's designation and altermination or cancellation shall eriod after Company's receipt of egoing, this designation and appogreement. This Agency Agreement or indicate by having an authorized SAS, INC. By:	be effective as to Company to written notice of such terministent of Agent shall auton at will supercede any previous of officer execute and return ACC	antil the first day of the monation or cancellation from natically terminate upon tersly executed Agency Agreeto the undersigned. Very the CEPTED AND AGREED To Title DAY OF	nth, following Customer or mination or ements.If the uly yours, FO THIS
	Name:		By: Title:			
PSIF	Pipeline Safety Ins	spection Fee: I d Regulatory I	Pipeline Safety and Regulatory P Program Fee is a one-time surcha	rogram Fee pursuant to Texa	s Utilities Code 121.211. T	he 2023 ce line. It will
RATE ADJUSTMENT	PROVISIONS:					
None						
DELIVERY POINTS						
ID	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512	D	MMBtu	\$.0000	03/01/2024	N	
				03/01/2024	11	
DESCRIPTION:	Delivery of Gas to C	ustomer's Fac	ility Texarkana, Inc.			
Customer 4	4384	City	of Texarkana			
TYPE SERVICE PROVII	DED					
TYPE OF SERVICE	SERVICE DESC	RIPTION	OTHER	TYPE DESCRIPTION		
Н	Transportation					
п	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING	SECTION 104.003(b) APPLICA	BILITY			

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38311

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

44383 Christus St. Michaels Health System

N

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 38311 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2' The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer: () Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. () Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation

inoperable phone line for each meter.

and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an

RRC COID: 4	75 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
FARIFF CODE: DT	5 0001
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ATE COMP. ID	DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address
	Delivery Point(s) For the account of Customer at Customer's Facility located at
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
	Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
	ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
	Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
	Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 38311

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	facility located at,
, has human needs usage requireme	ents of MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstrea	
period of November 1st through March 31st each year. centsCustome	er authorizes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure	both the requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the	he facility. centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the Novem	ber 1st through March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstr	eam pipeline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or e	equivalent governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, law	wsuits, damages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspe	ension of natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Util	ities, Inc. from any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted	by third parties as a result of the interruption, curtailment, failure or
suspension of natural gas service for any period of time. Nevertheles	s, to the extent applicable, nothing in this Agreement shall in any
manner serve to waive the sovereign immunity of the State of Texas.	centsIn the event of any change in circumstances pertaining to
Customers upstream pipeline and upstream gas supply arrangements.	, Customer agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow	Information Center at the following address: Summit Utilities
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort St	nith, Arkansas 72902-2414 Email:
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at

has on hand a fully functioning

back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

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ATE COMP. ID		DESCRIPTION and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
		Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
		() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
		Section 6.7 This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
		CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near ,Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at ,Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by
		Summit Utilities Arkansas, Inc. (Company) and
		1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
		2.[other provisions]
		3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By: Title Customer By Title POOLING SERVICE AGREEMENT THIS AGREEMENT (the Agreement) is made and entered into as of the day of 3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined National Service Summit UTILITIES ARKANSAS, INC. By: Title POOLING SERVICE AGREEMENT THIS AGREEMENT (the Agreement) is made and entered into as of the 3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect truth in LCS-1, as in effect until superceded by a new Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect truth in LCS-1, as in effect trut
		WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.	
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TARIFF CODE: DT RRC TARIFF NO: 38311

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 `Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: AGENT FOR CUSTOMERS [Name][Title][Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 475		COMPAN	Y NAME: SUMMIT UT	ILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TAE	RIFF NO:	38311			
CURRENT RATE COMP	PONENT					
RATE COMP. ID	DESCRIPTION					
	Agent, or Compan the expiration of a Agent. Notwithsta cancellation of the foregoing is accept SUMMIT UTILIT	y but no such five (5) day p inding the for referenced A table, please s IES ARKAN	1. Customer's designation and aptermination or cancellation shall leriod after Company's receipt of egoing, this designation and appoigreement. This Agency Agreemen o indicate by having an authorized SAS, INC. By:, 20 CUSTOMER: Name: ACCEPTED AND A By: Title:	be effective as to Company written notice of such terminintment of Agent shall auton t will supercede any previoud officer execute and return AGREED TO THIS	until the first day of the monation or cancellation from natically terminate upon terisly executed Agency Agreeto the undersigned. Very tricePTED AND AGREED To Title DAY OF	nth, following Customer or mination or ements.If the uly yours, FO THIS
PSIF	Pipeline Safety Ins	pection Fee: I d Regulatory I	Pipeline Safety and Regulatory Pr Program Fee is a one-time surchar	ogram Fee pursuant to Texa	s Utilities Code 121.211. T	
RATE ADJUSTMENT	PROVISIONS:					
None						
DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512	D	MMBtu	\$.0000	03/01/2024	N	
DESCRIPTION:	Delivery of Gas to C	ustomer's Fac	ility Texarkana, Inc.			
Customer 4	4383	Chris	stus St. Michaels Health System			
TYPE SERVICE PROVIL	DED					
TYPE OF SERVICE	SERVICE DESC	RIPTION	OTHER T	TYPE DESCRIPTION		
Н	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING	•		BILITY another supplier of natural gas, or	a supplier of an alternative	form of energy.	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39178

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/23/2025

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

44388 Wadley Regional Medical Center

N

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 39178 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer: () Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. () Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an

inoperable phone line for each meter.

RRC COID: 4	75 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
FARIFF CODE: D7	5 5510
URRENT RATE CO	
ATE COMP, ID	DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address CA#
	Delivery Point(s) For the account of Customer at Customer's Facility located at
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
	Section 1.2 If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
	ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
	Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
	Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39178

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	facility located at,
, has human needs usage requirements of	MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream pipe	
period of November 1st through March 31st each year. centsCustomer auth	norizes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure both the	he requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the faci	ility. centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November 1s	t through March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream p	ipeline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equiva	lent governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits,	, damages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspension	of natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, I	nc. from any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted by thi	rd parties as a result of the interruption, curtailment, failure or
suspension of natural gas service for any period of time. Nevertheless, to the	ne extent applicable, nothing in this Agreement shall in any
manner serve to waive the sovereign immunity of the State of Texas. centsl	In the event of any change in circumstances pertaining to
Customers upstream pipeline and upstream gas supply arrangements, Custo	omer agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow Infor-	mation Center at the following address: Summit Utilities
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, A	Arkansas 72902-2414 Email:
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at
has on hand a fu	ully functioning

back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 4	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: D	Т	RRC TARIFF NO: 39178
URRENT RATE CO)MP(ONENT
ATE COMP. ID		<u>DESCRIPTION</u>
		and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
		Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
		() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
		Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
		CUSTOMER:
		follows: 1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
		2.[other provisions]
		3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:
		authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by

|--|

TARIFF CODE: DT RRC TARIFF NO:

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

39178

Section 1.1 'Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 `Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS _[Name][Title][Address] AGENCY AGENT FOR CUSTOMERS AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

RAILROAD COMMISSION OF TEXAS

07/08/2025

GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID:	475		COMPAN	Y NAME:	SUMMIT UT	TILITIES ARKANSA	AS, INC.	
TARIFF CODE:	DT	RRC TAR	RIFF NO:	39178				
CURRENT RATE (СОМР	ONENT						
RATE COMP. ID		DESCRIPTION						
	provided in Part 3.23.4. of LCS-1. Customer's designation and appointment of Agent may be terminated or canceled by Customer, Agent, or Company but no such termination or cancellation shall be effective as to Company until the first day of the month, following the expiration of a five (5) day period after Company's receipt of written notice of such termination or cancellation from Customer or Agent. Notwithstanding the foregoing, this designation and appointment of Agent shall automatically terminate upon termination or cancellation of the referenced Agreement. This Agency Agreement will supercede any previously executed Agency Agreements. If the foregoing is acceptable, please so indicate by having an authorized officer execute and return to the undersigned. Very truly yours, SUMMIT UTILITIES ARKANSAS, INC. By:							
					ACCEPTED AND	AGREED TO THIS	DAY OF	,20
PSIF		AGENT:Name:Pipeline Safety Ins	pection Fee:	Pipeline Safet Program Fee i	By:By:	rogram Fee pursuant to Tex rge per customer bill of \$1.	as Utilities Code 121.211	. The 2024
RATE ADJUST	RATE ADJUSTMENT PROVISIONS:							
None								
DELIVERY POINT	S							
ID		TYPE	UNIT	CURRE	NT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512			MMBtu	\$.0000		03/01/2024	N	
DESCRIPTION	DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc.							
Customer	44	388	Wad	lley Regional I	Medical Center			
TYPE SERVICE PE	ROVID	ED						
TYPE OF SERVI	CE	SERVICE DESC	RIPTION		OTHER '	TYPE DESCRIPTION		
Н		Transportation				-		
TUC APPLICABILITY								
FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY								
Competition does or	did exi	st either with anothe	er gas utility,	another suppli	er of natural gas, o	r a supplier of an alternative	form of energy.	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT **RRC TARIFF NO:** 39179

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/24/2025

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

44389 Walmart Stores Arkansas, LLC

N

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 39179 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1.

Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:

() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 39179
URRENT RATE C	COMP	ONENT
RATE COMP. ID		DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address CA#
		Delivery Point(s) For the account of Customer at Customer's Facility located at
		MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (Transportation Supply Option) THIS AGREEMENT (the Agreement) is made and entered into as of the day of, a corporation, hereinafter referred to as Company, and, a corporation, hereinafter referred to as Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1 or qualified SCS-1, SCS-2, or SCS-3); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:
		ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39179

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the, has human needs usage requirements of	facility located at,
, has human needs usage requirements of	MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream pipelir period of November 1st through March 31st each year, centsCustomer authori information directly from the applicable upstream pipeline to ensure both the delivery point capacity at the appropriate location required to serve the facility such firm primary delivery point capacity for each day of the November 1st th arrangements should not be accurate, however, or if Customers upstream pipel for any reason, Customer is authorized by the Board of Directors or equivalen Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, da liability associated with the interruption, curtailment, failure or suspension of further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. damages, costs, expenses, and similar liability that might be asserted by third suspension of natural gas service for any period of time. Nevertheless, to the emanner serve to waive the sovereign immunity of the State of Texas. centsIn t Customers upstream pipeline and upstream gas supply arrangements, Custome the Company by sending a certified letter to the Companys Gas Flow Informa Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Ark transportationservices@summitutilities.com	ne capacity and upstream gas supply for the entire time izes the Company to obtain the firm pipeline capacity requisite level of capacity and that it is firm primary y. centsCustomer furthermore certifies that it will maintain arough March 31st time period. If these certified line capacity or upstream gas supply become insufficient at governing body to fully release Summit Utilities amages, costs, expenses, causes of action, and any and all natural gas service for any period of time. Customer from any and all claims, causes of action, lawsuits, parties as a result of the interruption, curtailment, failure or extent applicable, nothing in this Agreement shall in any the event of any change in circumstances pertaining to the agrees to immediately notify the appropriate person at tion Center at the following address: Summit Utilities
() Scenario B. centsCustomer certifies that thehas on hand a fully	facility located at
	em (Describe type of back-up system) that can replace
natural gas as the energy source for all of the facilitys human needs usage requirements of Directors or equivalent governing body, Customer hereby certifies it does in supplies to meet its facilitys human needs usage requirements, centsCustomer supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery populated centsCustomer acknowledges that the Companys sole responsibility supplies as Customer or its agents physically deliver to the Companys city get Schedule No. 9) which will not categorize Customers facility as a human needs or any portion of Customers natural gas supplies fail to reach the appropriate of	uirements. This back-up system is also capable of being a susage requirements. Accordingly, on behalf of the Board not require centsfirm pipeline capacity and natural gas recognizes that if all or any portion of its natural gas point, its natural gas service may be interrupted or to it is to redeliver to Customers facilities such gas te, subject to the curtailment priority schedule (Policy dis customer. In acknowledgement of these facts, should all

supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed. centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationser

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	RRC TARIFF NO: 39179
URRENT RATE COMP	ONENT
ATE COMP. ID	DESCRIPTION
	and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
	Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
	CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near ,Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at ,Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily
	VolumeMMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and (Customer) effective WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and WHEREAS, the parties wish to enter this Predetermined Allocation Agreement. NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows:
	1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
	2.[other provisions]
	3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.	
TARIFF CODE:	DT	RRC TARIFF NO: 39179	

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 `Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: AGENT FOR CUSTOMERS [Name][Title][Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

() Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 47	5 COMI	PANY NAME:	SUMMIT UT	ILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TARIFF NO	D: 39179				
CURRENT RATE COM	PONENT					
RATE COMP. ID	DESCRIPTION					
	Agent, or Company but no the expiration of a five (5) Agent. Notwithstanding the cancellation of the referent foregoing is acceptable, ple SUMMIT UTILITIES AR DAY OF By:	such termination or day period after Con the foregoing, this desired Agreement. This ease so indicate by h KANSAS, INC. By: , 20	cancellation shall b mpany's receipt of v signation and appoin Agency Agreement aving an authorized CUSTOMER: Name: CCEPTED AND A	pointment of Agent may be be effective as to Company to vritten notice of such terminate of Agent shall auton will supercede any previous officer execute and returnACO	antil the first day of the monation or cancellation from natically terminate upon tellsly executed Agency Agreto the undersigned. Very to CEPTED AND AGREED	onth, following Customer or rmination or eements.If the ruly yours, TO THIS
PSIF	Pipeline Safety Inspection	Fee: Pipeline Safety story Program Fee is	and Regulatory Pro	ogram Fee pursuant to Texa ge per customer bill of \$1.1	s Utilities Code 121.211.	
RATE ADJUSTMEN	T PROVISIONS:					
None						
DELIVERY POINTS						
<u>ID</u>	TYPE UN	IT CURRE	NT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512	D MM	Btu \$.0000		03/01/2024	N	
DESCRIPTION:	Delivery of Gas to Customer	's Facility Texarkan	a, Inc.			
Customer	44389	Walmart Stores Ark	cansas, LLC			
TYPE SERVICE PROV	IDED					
TYPE OF SERVICE	SERVICE DESCRIPTION	<u>ON</u>	OTHER T	YPE DESCRIPTION		
Н	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.						

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT **RRC TARIFF NO:** 39180

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/23/2025

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS

CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
44387	Texas A & M University-Texarkana			
		N		

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 39180 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer: () Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. () Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment

inoperable phone line for each meter.

and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an

RRC COID: 475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: DT	RRC TARIFF NO: 39180
URRENT RATE COMP	CONENT
ATE COMP. ID	DESCRIPTION
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address CA#
	Delivery Point(s) For the account of Customer at Customer's Facility located at
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
	Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
	ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2 `The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
	Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
	Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39180

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	facility located at,
, has human needs usage requirements	of MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream	
period of November 1st through March 31st each year. centsCustomer a	uthorizes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure bot	h the requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the	facility. centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November	1st through March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream	n pipeline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equ	ivalent governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsu	its, damages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspensi	on of natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilitie	s, Inc. from any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted by	third parties as a result of the interruption, curtailment, failure or
suspension of natural gas service for any period of time. Nevertheless, to	the extent applicable, nothing in this Agreement shall in any
manner serve to waive the sovereign immunity of the State of Texas. ce	ntsIn the event of any change in circumstances pertaining to
Customers upstream pipeline and upstream gas supply arrangements, Cu	astomer agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow In	formation Center at the following address: Summit Utilities
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith	n, Arkansas 72902-2414 Email:
transportationservices@summitutilities.com	
() Scenario B. centsCustomer certifies that the	facility located at

has on hand a fully functioning back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 'Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 4	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.	
are cold.		
CARIFF CODE: DT	RRC TARIFF NO: 39180	
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ATE COMP. ID	DESCRIPTION and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.	
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:	
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.	
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.	
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.	
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.	
	Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.	
	Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]	
	CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near, Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at, Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by	
	Summit Utilities Arkansas, Inc. (Company) and	
	1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]	
	2.[other provisions]	
	3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:	
	WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by	

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

TARIFF CODE: DT

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

39180

Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

RRC TARIFF NO:

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 `Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS _[Name][Title][Address] AGENCY AGENT FOR CUSTOMERS AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 475	COM	IPANY NAME: SUMMI	T UTILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TARIFF N	NO: 39180			
CURRENT RATE COMP	ONENT				
RATE COMP. ID	DESCRIPTION				
	Agent, or Company but in the expiration of a five (5 Agent. Notwithstanding cancellation of the refere foregoing is acceptable, I SUMMIT UTILITIES A DAY OF	to such termination or cancellation of day period after Company's rect the foregoing, this designation are need Agreement. This Agency Agolease so indicate by having an au RKANSAS, INC. By:, 20 CUSTOMI	and appointment of Agent may be n shall be effective as to Company eipt of written notice of such termi d appointment of Agent shall autor reement will supercede any previor thorized officer execute and returnAC ER: EX	until the first day of the montination or cancellation from C matically terminate upon term usly executed Agency Agreen to the undersigned. Very truly CCEPTED AND AGREED TO Title DAY OF	h, following ustomer or ination or nents.If the y yours, D THIS
PSIF		latory Program Fee is a one-time	surcharge per customer bill of \$1.1		
RATE ADJUSTMENT	PROVISIONS:				
None					
DELIVERY POINTS					
ID	TYPE U	NIT CURRENT CHARG	GE EFFECTIVE DATE	CONFIDENTIAL	
125512	D MN	MBtu \$.0000	03/01/2024	N	
DESCRIPTION:	Delivery of Gas to Custome	er's Facility Texarkana, Inc.			
Customer 4	4387	Texas A & M University-Texa	kana		
TYPE SERVICE PROVIL	DED				
TYPE OF SERVICE	SERVICE DESCRIPT	ION OT	HER TYPE DESCRIPTION		
н	Transportation				
TUC APPLICABILITY					
	SECTION 104.003(b) AP		P. C. K. C.		
Compention does of did ex	isi eimer with another gas i	ummy, another supplier of natural	gas, or a supplier of an alternative	form of energy.	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39181

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/23/2025

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS

CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	<u>DELIVERY POINT</u>	
44386	Texana Tank Car & Manufacturing			
		N		

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 39181 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:

() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

RRC COID: 4	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: D	
URRENT RATE CO	
ATE COMP. ID	DESCRIPTION () Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title] [Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address CA# Delivery Point(s) For the account of Customer at Customer's Facility located at
	ARTICLE I SUPPLY OPTION Section 1.1 'Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
	Section 1.2 `If volume usage of meters at business facilities under Customer`s common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
	ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
	ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
	ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
	Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
	Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
	Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39181

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total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the	facility located at,
	tts of MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream	
period of November 1st through March 31st each year. centsCustomer	
information directly from the applicable upstream pipeline to ensure b	
delivery point capacity at the appropriate location required to serve the	•
such firm primary delivery point capacity for each day of the Novemb	
arrangements should not be accurate, however, or if Customers upstream	
for any reason, Customer is authorized by the Board of Directors or eq	
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, laws	
liability associated with the interruption, curtailment, failure or suspen	
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilit	
damages, costs, expenses, and similar liability that might be asserted by	
suspension of natural gas service for any period of time. Nevertheless, manner serve to waive the sovereign immunity of the State of Texas.	
Customers upstream pipeline and upstream gas supply arrangements, (, ,
the Company by sending a certified letter to the Companys Gas Flow l	
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Sm:	
transportationservices@summitutilities.com	iui, Aikansas 72702-2414 Eman.
transportationser vices & summittumities.com	
() Scenario B. centsCustomer certifies that the	facility located at
	d a fully functioning
	gy system (Describe type of back-up system) that can replace
natural gas as the energy source for all of the facilitys human needs us	
continuing and sustaining source of energy for all of the facilitys huma	
of Directors or equivalent governing body, Customer hereby certifies i	
supplies to meet its facilitys human needs usage requirements. centsCu	
supply fails to reach the appropriate Summit Utilities Arkansas, Inc. do	
curtailed. centsCustomer acknowledges that the Companys sole respon	į
supplies as Customer or its agents physically deliver to the Companys	
Schedule No. 9) which will not categorize Customers facility as a hum	
or any portion of Customers natural gas supplies fail to reach the appropriate by the Poored of Directors or activated as supplies fail to reach the appropriate by the Poored of Directors or activated as a supplies fail to reach the appropriate by the Poored of Directors or activated as a supplies fail to reach the appropriate by the Poored of Directors or activated as a supplies fail to reach the appropriate by the Poored of Directors or activated as a supplies fail to reach the appropriate by the Poored of Directors or activated as a supplies fail to reach the approximate by the Poored of Directors or activated as a supplies fail to reach the approximate by the Poored of Directors or activated as a supplies fail to reach the approximate by the poored of Directors or activated as a supplies fail to reach the approximate by the poored of Directors or activated as a supplies fail to reach the approximate by the poored of Directors or activated as a supplies fail to reach the approximate by the poored of Directors or activated as a supplies fail to reach the approximate as a supplies fail to reach the appro	
by the Board of Directors or equivalent governing body to fully release	

supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 39181
URRENT RATE (COMP	ONENT
ATE COMP. ID		<u>DESCRIPTION</u>
		and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
		Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
		() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
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		Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
		Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
		CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near ,Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at ,Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and (Customer) effective WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and WHEREAS, the parties wish to enter this Predetermined Allocation Agreement. NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as
		follows: 1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
		2.[other provisions]
		3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:
		accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by

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TARIFF CODE: DT RRC TARIFF NO: 39181

CURRENT RATE COMPONENT

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Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 'Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 'Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: _[Name][Title][Address] AGENCY AGENT FOR CUSTOMERS AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 475	COMPA	NY NAME: SU	MMIT UTIL	ITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TARIFF NO:	39181				
CURRENT RATE COMP	ONENT					
RATE COMP. ID	DESCRIPTION					
	provided in Part 3.23.4. of LO Agent, or Company but no su the expiration of a five (5) da Agent. Notwithstanding the cancellation of the reference foregoing is acceptable, pleas SUMMIT UTILITIES ARKA DAY OF DAY OF	ch termination or can y period after Compai oregoing, this design Agreement.This Age e so indicate by havir NSAS, INC. By:, 20 CU ACC	cellation shall be only service of write of write on and appoint on the control of the control o	effective as to Company of the notice of such terminent of Agent shall auton ill supercede any previous fficer execute and return ACC	until the first day of the nation or cancellation from the initial point of the initial point of the undersigned. Very CEPTED AND AGREEI Title DAY OF	nonth, following m Customer or termination or reements.If the truly yours, D TO THIS
PSIF	AGENT:	e: Pipeline Safety and	By: _Title: Regulatory Progr	ram Fee pursuant to Texa	s Utilities Code 121.211.	The 2024
RATE ADJUSTMENT	PROVISIONS:					
None						
DELIVERY POINTS						
<u>ID</u>	TYPE UNIT	CURRENT (CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125514	D MMBt	1 \$.0000		03/01/2024	N	
DESCRIPTION: I	Delivery of Gas to Customer's l	Facility Texarkana, Er	viron			
Customer 44	1386 To	xana Tank Car & Ma	nufacturing			
TYPE SERVICE PROVID	ED					
TYPE OF SERVICE	SERVICE DESCRIPTION		OTHER TY	PE DESCRIPTION		
Н	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING S Competition does or did exi	SECTION 104.003(b) APPLI					

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39182

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/23/2025

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-04 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS

CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	<u>DELIVERY POINT</u>	
44385	JCM Industries, Inc.			
		N		

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 39182 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer: () Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. () Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation

inoperable phone line for each meter.

and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 39182
URRENT RATE (COMP	
ATE COMP. ID		<u>DESCRIPTION</u>
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address
		ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME	SUMMIT UTILITIES ARKANSAS, INC.
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TARIFF CODE: DT RRC TARIFF NO: 39182

CURRENT RATE COMPONENT

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total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A centsCustomer certifies that the	facility located at
() Scenario A. centsCustomer certifies that the, has human needs usage requirements of	MMRtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream pipelin period of November 1st through March 31st each year. centsCustomer author information directly from the applicable upstream pipeline to ensure both the delivery point capacity at the appropriate location required to serve the facilit such firm primary delivery point capacity for each day of the November 1st arrangements should not be accurate, however, or if Customers upstream pipe for any reason, Customer is authorized by the Board of Directors or equivaler Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, diability associated with the interruption, curtailment, failure or suspension of further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc damages, costs, expenses, and similar liability that might be asserted by third suspension of natural gas service for any period of time. Nevertheless, to the manner serve to waive the sovereign immunity of the State of Texas. centsIn Customers upstream pipeline and upstream gas supply arrangements, Custom the Company by sending a certified letter to the Companys Gas Flow Informa Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arktransportationservices@summitutilities.com	ne capacity and upstream gas supply for the entire time rizes the Company to obtain the firm pipeline capacity requisite level of capacity and that it is firm primary y, centsCustomer furthermore certifies that it will maintain hrough March 31st time period. If these certified eline capacity or upstream gas supply become insufficient at governing body to fully release Summit Utilities amages, costs, expenses, causes of action, and any and all natural gas service for any period of time. Customer for many and all claims, causes of action, lawsuits, parties as a result of the interruption, curtailment, failure or extent applicable, nothing in this Agreement shall in any the event of any change in circumstances pertaining to the ragrees to immediately notify the appropriate person at ation Center at the following address: Summit Utilities
() Scenario B. centsCustomer certifies that the	facility located at
has on hand a full	v functioning
	em (Describe type of back-up system) that can replace
natural gas as the energy source for all of the facilitys human needs usage requestion continuing and sustaining source of energy for all of the facilitys human needs of Directors or equivalent governing body, Customer hereby certifies it does supplies to meet its facilitys human needs usage requirements, centsCustomer supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery curtailed, centsCustomer acknowledges that the Companys sole responsibility supplies as Customer or its agents physically deliver to the Companys city gas Schedule No. 9) which will not categorize Customers facility as a human need or any portion of Customers natural gas supplies fail to reach the appropriate by the Board of Directors or equivalent governing body to fully release Summany and all claims, lawsuits, damages, costs, expenses, causes of action, and a curtailment, failure or suspension of natural gas service for any period of times.	uirements. This back-up system is also capable of being a ls usage requirements. Accordingly, on behalf of the Board not require centsfirm pipeline capacity and natural gas recognizes that if all or any portion of its natural gas point, its natural gas service may be interrupted or y to it is to redeliver to Customers facilities such gas tet, subject to the curtailment priority schedule (Policy ds customer. In acknowledgement of these facts, should all Company city-gate delivery point, Customer is authorized nit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all liability associated with the interruption,

time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral

Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of

changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 4'	5 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.	
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ATE COMP. ID	DESCRIPTION	
	and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.	
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:	
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.	
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.	
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.	
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.	
	Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.	
	Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]	
	CUSTOMER:	ý
	Summit Utilities Arkansas, Inc. (Company) and	
	1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]	
	2.[other provisions]	
	3. This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4. This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By:	
	"a corporation, hereinafter referred to as Pool Manager, WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by	

RRC COID:	475	COMPANY NAME:	SUMMIT UTILITIES ARKANSAS, INC.	
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TARIFF CODE: DT RRC TARIFF NO: 39182

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 'Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 'Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: AGENT FOR CUSTOMERS [Name][Title][Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

() Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION

07/08/2025

GSD - 2 TARIFF REPORT

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 39182 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION provided in Part 3.23.4. of LCS-1. Customer's designation and appointment of Agent may be terminated or canceled by Customer, Agent, or Company but no such termination or cancellation shall be effective as to Company until the first day of the month, following the expiration of a five (5) day period after Company's receipt of written notice of such termination or cancellation from Customer or Agent. Notwithstanding the foregoing, this designation and appointment of Agent shall automatically terminate upon termination or cancellation of the referenced Agreement. This Agency Agreement will supercede any previously executed Agency Agreements. If the foregoing is acceptable, please so indicate by having an authorized officer execute and return to the undersigned. Very truly yours, SUMMIT UTILITIES ARKANSAS, INC. By: ACCEPTED AND AGREED TO THIS DAY OF CUSTOMER: Name: ACCEPTED AND AGREED TO THIS DAY OF ,20_ AGENT: By: Title: Name: Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2024 **PSIF** Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2025 to April 30, 2025 RATE ADJUSTMENT PROVISIONS: None DELIVERY POINTS CURRENT CHARGE EFFECTIVE DATE CONFIDENTIAL ID **TYPE** UNIT 125512 D 03/01/2024 MMBtu \$.0000 N Delivery of Gas to Customer's Facility Texarkana, Inc. DESCRIPTION: 44385 JCM Industries, Inc. Customer TYPE SERVICE PROVIDED SERVICE DESCRIPTION OTHER TYPE DESCRIPTION TYPE OF SERVICE Η Transportation TUC APPLICABILITY FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39183

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/23/2025

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMERS

CUSTOMER NO	CUSTOMER NAME	CONFIDENTIAL?	DELIVERY POINT	
44384	City of Texarkana			
		N		

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. 475 RRC COID: TARIFF CODE: DT **RRC TARIFF NO:** 39183 CURRENT RATE COMPONENT RATE COMP. ID DESCRIPTION LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT 3a.LCS-1 Tnspt Terms (System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the _, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Customer, WITNESSETH THAT: . a WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions: ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement. ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term. ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365. Section 4.2 The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3 The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1. ARTICLE V RATES Section 5.1 \times Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume. ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1. Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements. Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications. Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. Section 6.5 'Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:

() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 39183
URRENT RATE	COMP	ONENT
ATE COMP. ID		DESCRIPTION
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER
		AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS Address
		Delivery Point(s) For the account of Customer at Customer's Facility located at
		ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.
		Section 1.2 `If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.
		ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.
		ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.
		ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.
		Section 4.2 `The Maximum Daily Winter Quantity (MDWQ),the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.
		Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.
		Section 4.4 ` Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39183

CURRENT RATE COMPONENT

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total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the
, has human needs usage requirements of MMBtu per day and that Customer has purchased
and will continue to maintain the corresponding level of firm upstream pipeline capacity and upstream gas supply for the entire time
period of November 1st through March 31st each year. centsCustomer authorizes the Company to obtain the firm pipeline capacity
information directly from the applicable upstream pipeline to ensure both the requisite level of capacity and that it is firm primary
delivery point capacity at the appropriate location required to serve the facility, centsCustomer furthermore certifies that it will maintain
such firm primary delivery point capacity for each day of the November 1st through March 31st time period. If these certified
arrangements should not be accurate, however, or if Customers upstream pipeline capacity or upstream gas supply become insufficient
for any reason, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities
Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all
liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer
further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits,
damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure of
suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Agreement shall in any
manner serve to waive the sovereign immunity of the State of Texas, centsIn the event of any change in circumstances pertaining to
Customers upstream pipeline and upstream gas supply arrangements, Customer agrees to immediately notify the appropriate person at
the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities
Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email:
transportationservices@summitutilities.com
dumportuno de la communicación de la communica
() Scenario B. centsCustomer certifies that the
has on hand a fully functioning
back-up energy system (Describe type of back-up system) that can replace
natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a
continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board

of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 Email: transportationservices@summitutilities.com

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

RRC COID: 47	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
inc cold.	
CARIFF CODE: DT URRENT RATE COM	RRC TARIFF NO: 39183
ATE COMP. ID	DESCRIPTION
ATE COMI. ID	and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
	() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
	Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
	Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
	CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: CA# Receipt Points The gas will be received for Customer's account at the point(s) where the (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near, Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at, Texas QUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by
	Summit Utilities Arkansas, Inc. (Company) and
	1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
	2.[other provisions]
	3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By: Title Customer By Title POOLING SERVICE AGREEMENT THIS AGREEMENT (the Agreement) is made and entered into as of the day of, 20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Pool Manager, WITNESSETH THAT:
	WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by

RRC COID:	475	COMPANY NAME:	SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE:	DT	RRC TARIFF NO: 39183	

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 The imbalance tolerance set forth in Parts 3.21.5, and 3.21.8, shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 'Pool Manager agrees that Company shall have the right at any time and from time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: AGENT FOR CUSTOMERS [Name][Title][Address] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), (Company), that effective as of , Agent will act as Customer's agent for services provided by Company pursuant to the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

07/08/2025

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION GSD - 2 TARIFF REPORT

RRC COID: 475	5	COMPAN	Y NAME: SUMMIT UT	ILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TAI	RIFF NO:	39183			
CURRENT RATE COM	PONENT					
RATE COMP. ID DESCRIPTION						
	Agent, or Compan the expiration of a Agent. Notwithsta cancellation of the foregoing is accep SUMMIT UTILIT DAY OF By:	y but no such five (5) day p anding the for referenced A table, please s IES ARKAN	1. Customer's designation and aptermination or cancellation shall eriod after Company's receipt of egoing, this designation and appoigreement. This Agency Agreemen o indicate by having an authorize SAS, INC. By:, 20 CUSTOMER: Name: ACCEPTED AND ACCEPTED AND ACCEPTED AND ACCEPTED TITLE: By: Title:	written notice of such termin ntment of Agent shall auton t will supercede any previou d officer execute and return ACC	antil the first day of the mornation or cancellation from Chatically terminate upon terminate expenses to the undersigned. Very trucket AND AGREED Total Title DAY OF	oth, following Customer or mination or ments.If the
PSIF	Pipeline Safety Ins	spection Fee: ld Regulatory l	Pipeline Safety and Regulatory Pr Program Fee is a one-time surchar	ogram Fee pursuant to Texa	s Utilities Code 121.211. Th	ne 2024 e line. It will
RATE ADJUSTMEN	T PROVISIONS:					
None						
DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512	D	MMBtu	\$.0000	03/01/2024	N	
DESCRIPTION:	Delivery of Gas to C	ustomer's Fac	ility Texarkana, Inc.			
Customer	44384	City	of Texarkana			
TYPE SERVICE PROVI	DED					
TYPE OF SERVICE	SERVICE DESC	RIPTION	OTHER 1	YPE DESCRIPTION		
н	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING Competition does or did e			BILITY another supplier of natural gas, or	a supplier of an alternative t	form of energy.	
			11	A A	~	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

07/08/2025

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39184

DESCRIPTION: Distribution Transportation STATUS: A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: RECEIVED DATE: 04/23/2025

INITIAL SERVICE DATE: 01/10/2022 TERM OF CONTRACT DATE:

INACTIVE DATE: AMENDMENT DATE: 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y RRC DOCKET NO:

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None **OTHER(EXPLAIN):** None

PREPARER - PERSON FILING

RRC NO: 1428 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Wendy MIDDLE: LAST NAME: Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4641 EXTENSION:

CUSTOMER NO CUSTOMER NAME CONFIDENTIAL? DELIVERY POINT

44383 Christus St. Michaels Health System

N

RRC COID: 4	75 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.							
TARIFF CODE: DT	RRC TARIFF NO: 39184							
CURRENT RATE CO	MPONENT							
RATE COMP. ID	<u>DESCRIPTION</u>							
3a.LCS-1 Tnspt Terms	LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT							
	(System Supply Option)THIS AGREEMENT (the Agreement) is made and entered into as of the day of, 20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and, a corporation, hereinafter referred to as Customer, WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3,Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:							
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.							
	ARTICLE II TERM Section 2.1 `This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.							
	ARTICLE III POINT OF DELIVERY Section 3.1 Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exh A hereto.							
	ARTICLE IV QUANTITIES Section 4.1 `As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.							
	Section 4.2`The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto. Section 4.3`The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.							
	ARTICLE V RATES Section 5.1 `Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.							
	ARTICLE VI MISCELLANEOUS Section 6.1 `Customer represents that it qualifies for service under LCS-1.							
	Section 6.2 `Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.							
	Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.							
	Section 6.4 `Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.							
	Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company, under one of the following payment options as chosen by the customer:							

() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation

costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

RRC COID:	75 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.	
TARIFF CODE:	RRC TARIFF NO: 39184	
URRENT RATE	MPONENT	
ATE COMP. ID	DESCRIPTION	
	() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.	
	() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.	
	IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By: [Name][Title] CUSTOMER: By: [Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER	
	AGREEMENT (SYSTEM SUPPLY OPTION)DELIVERY POINTS AddressCA#	
	MMBtu Maximum Hourly Quantity (MHQ)MMBtu Average Daily VolumeMMBtu LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (Transportation Supply Option) THIS AGREEMENT (the Agreement) is made and entered into as of theday of, 20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and, a corporation, hereinafter referred to as Customer,	
	WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1 or qualified SCS-1, SCS-2, or SCS-3); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:	
	ARTICLE I SUPPLY OPTION Section 1.1 `Customer has selected the Transportation Supply Option (TSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.	
	Section 1.2 `If volume usage of meters at business facilities under Customer`s common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.	
	ARTICLE II TERM Section 2.1 This Agreement shall remain in force for a primary term beginning and ending, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.	
	ARTICLE III POINTS OF RECEIPT AND DELIVERY Section 3.1 `Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.	
	ARTICLE IV QUANTITIES Section 4.1 -As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.	
	Section 4.2 `The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.	
	Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.	
	Section 4.4 `Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a	

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT RRC TARIFF NO: 39184

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES Section 5.1 Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2, or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 -The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.

Section 6.2 Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B, below:

() Scenario A. centsCustomer certifies that the facility located at	<u>,</u>
, has human needs usage requirements of	re time pacity pary Il maintain sufficient les py and all pomer uits, tt, failure or Il in any person at
() Scenario B. centsCustomer certifies that thefacility located at	
has on hand a fully functioning	1
back-up energy system (Describe type of back-up system) that can re	
natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and nature supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes that if all or any portion of its nature supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (I	the Board ral gas al gas or gas Policy
Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts	should all

of Directors or equivalent governing body, Customer hereby certifies it does not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements, centsCustomer recognizes that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed, centsCustomer acknowledges that the Companys sole responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. and Summit Utilities, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address:

Section 6.3 `Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms

DDC COID	175	COMPANY NAME SUMMIT UTIL ITIES ADVANCAS INC
RRC COID:	475	COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.
TARIFF CODE: [T	RRC TARIFF NO: 39184
URRENT RATE CO	OMPO	ONENT
ATE COMP. ID		<u>DESCRIPTION</u>
		and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.
		Section 6.5 `Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:
		() Option1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.
		() Option3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees.
		() Option4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.
		Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.
		Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT UTILITIES ARKANSAS, INC. By[Name][Title]
		CUSTOMER:By:[Name][Title][Address] EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT(TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address:CA#Receipt Points The gas will be received for Customer's account at the point(s) where the(Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near, Texas. Delivery Point(s) For the account of Customer at Customer's Facility located at, TexasQUANTITIES Maximum Daily Winter Quantity (MDWQ) MMBtu Maximum Hourly Quantity (MHQ) MMBtu Average Daily Volume MMBtu PREDETERMINED ALLOCATION AGREEMENT THIS AGREEMENT is made and entered into by
		Summit Utilities Arkansas, Inc. (Company) and
		1.In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method]
		2.[other provisions]
		3.This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4.This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: SUMMIT UTILITIES ARKANSAS, INC. By: Title Customer By Title POOLING SERVICE AGREEMENT THIS AGREEMENT (the Agreement) is made and entered into as of the day of, 20, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and corporation, hereinafter referred to as Pool Manager, WITNESSETH THAT:
		WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by

RRC COID:	475	COMPAN	Y NAME:	SUMMIT UTILITIES ARKANSAS, INC.			
TARIFF CODE:	DT	RRC TARIFF NO:	39184				

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 `Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 `Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 `Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager. Section 3.2 `In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 'This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month. ARTICLE V MISCELLANEOUS Section 5.1 'Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 `Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and

conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: SUMMIT [Name][Title] POOL MANAGER, INDIVIDUALLY AND AS UTILITIES ARKANSAS INC. By: [Name][Title][Address] AGENCY AGENT FOR CUSTOMERS AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] [Agent] RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of , by and between Summit Utilities , (Customer) Ladies and Gentlemen: This Letter will evidence the understanding Arkansas, Inc., and between (Agent) and Summit Utilities Arkansas, Inc. (Customer), , Agent will act as Customer's agent for services provided by Company pursuant to (Company), that effective as of the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

()Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

()Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and

(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or

(ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as

GFTR0049

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

07/08/2025

RRC COID: 473	5	COMPAN	Y NAME: SUMMIT UT	ILITIES ARKANSA	S, INC.	
TARIFF CODE: DT	RRC TAI	RIFF NO:	39184			
CURRENT RATE COM	PONENT					
RATE COMP. ID	DESCRIPTION					
	Agent, or Compan the expiration of a Agent. Notwithsta cancellation of the foregoing is accep SUMMIT UTILIT DAY OF	y but no such five (5) day p nding the fore referenced A table, please s IES ARKAN	1. Customer's designation and ap termination or cancellation shall leriod after Company's receipt of egoing, this designation and appoigreement. This Agency Agreement indicate by having an authorized SAS, INC. By:, 20 CUSTOMER: Name: ACCEPTED AND A	be effective as to Company to written notice of such termin ntment of Agent shall auton to will supercede any previoud officer execute and return ACC	antil the first day of the monation or cancellation from natically terminate upon tersly executed Agency Agreto the undersigned. Very treePTED AND AGREED	nth, following Customer or mination or ements.If the uly yours, TO THIS
	A CIENTE		ACCEPTED AND A	AGREED TO THIS	DAY OF	,20
	AGENT: Name:		By:			
PSIF	Pipeline Safety Ins	pection Fee: l	Pipeline Safety and Regulatory Pr Program Fee is a one-time surchar	ogram Fee pursuant to Texa	s Utilities Code 121.211. T	
RATE ADJUSTMEN	T PROVISIONS:					
None						
DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
125512	D	MMBtu	\$.0000	03/01/2024	N	
DESCRIPTION:	Delivery of Gas to C	ustomer's Fac	ility Texarkana, Inc.			
Customer	44383	Chris	tus St. Michaels Health System			
TYPE SERVICE PROVI	DED					
TYPE OF SERVICE	SERVICE DESC	RIPTION	OTHER 1	TYPE DESCRIPTION		
		III IIOI	OTHER I	TIE BESCHII TION		
Н	Transportation					
TUC APPLICABILITY						
FACTS SUPPORTING						
Competition does or did e	exist either with anoth	er gas utility, a	another supplier of natural gas, or	a supplier of an alternative f	form of energy.	

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.