

Hope Gas, Inc.

LOW FLOW MEASUREMENT OPERATING REQUIREMENTS

Dated: September 27, 2022

I. GENERAL REQUIREMENTS

These requirements apply to all measurement facilities on Hope Gas, Inc.'s ("HGI") system which are owned and operated by Operator (or its designee) and produces less than 10 Dt per day average over a six-month period. These requirements shall also apply to meter locations in which Hope Gas, Inc.'s predecessors, Dominion Energy West Virginia ("DEWV") and Dominion Gathering and Processing, Inc. ("DGP"), previously entered into a Measurement Operating Agreement with Operator.

1. Operator is responsible for owning and operating the measurement equipment and the stations described above.
2. Operator shall own the measurement equipment it purchases and/or installs and shall be responsible for any and all costs to operate in accordance with HGI's standards.
3. Prior to initial production, HGI shall inspect each Measurement Facility to determine compliance with these requirements. HGI shall not be required to accept deliveries from any Measurement Facility that does not comply with the provisions and conditions set forth herein.
4. Operator shall permit HGI access to the Measurement Facility at all times, and shall allow HGI to enter onto the property where the Measurement Facility is located for such purpose.
5. HGI reserves the right to periodically inspect any Measurement Facility and to test, inspect and verify the set point of any relief valve or rupture disk assembly at any time to prevent the over pressuring of HGI's facilities. If any measurement or regulating equipment is found to be missing or determined to be malfunctioning, HGI, or its representative, shall notify Operator to immediately shut-in the Measurement Facility, and the same shall remain shut-in until such time as the deficiency has been corrected. Provided, however, that in the event HGI discovers a situation, which it deems to be a safety hazard, it may shut-in the Measurement Facility, in which event it shall notify Operator of the shut-in in a timely manner, but no later than one (1) business day, and advise Operator of the appropriate action required to eliminate the safety hazard within. Operator shall, at its sole expense, eliminate the safety hazard. Upon notification to HGI by Operator that the safety hazard has been eliminated, HGI will, within three (3) business days, re-inspect the measurement station and, if the safety hazard is found to have been eliminated, return the Measurement Facility to production.

II. MEASUREMENT OF GAS/COMMUNICATION OF VOLUMES, EQUIPMENT

A. MEASUREMENT AND INTEGRATION

1. Operator shall, at its sole expense, provide proper charts, chart changing services and related services.
2. An integration company vendor approved by HGI must process all charts and test meters. A list of vendors authorized by HGI to provide chart integration and meter testing services shall be posted on HGI's EBB. Approval of such vendors evidences only that the vendor has met HGI's minimum measurement and testing standards and HGI makes no warranties or representations as to an approved vendor's services and assumes no liability for services provided by such vendor to Operator.
3. Operator must select only one vendor that shall be responsible for both chart integration and meter tests.
4. HGI reserves the right, in its sole discretion, to add to or remove vendors from the list of approved

integration/testing vendors from time to time. Provided, however, that HGI will give Operator sixty (60) days written notice prior to removing any vendor from its approved list to enable Operator to make alternative integration arrangements with another integration vendor approved by HGI.

5. Operator may request HGI to approve other integration company vendors. Such request shall be made in writing to HGI, and HGI shall provide Operator with a written approval or denial of the vendor within ninety (90) days of its receipt of such request.
6. HGI agrees that all approved integration vendors have been notified of its policies and operational requirements, including, without limitation, scheduling and timing requirements. However, Operator is responsible for ensuring that volumes are reported on a timely basis to HGI in one thousand cubic foot increments (mcf) and dekatherms (Dt) in a format compatible with HGI's computerized gas measurement system.
7. Operator shall cause all charts to be changed on or as soon after the first day of each calendar month as possible, so that volumes shall be reported to HGI not later than the fourteenth (14th) day of the calendar month. HGI shall not be responsible for timely processing of any volumes submitted after that date.

B. MEASUREMENT AND REGULATION EQUIPMENT

1. All Measurement Facilities identified in Exhibit "A" shall utilize either:
 - (i) measurement equipment purchased from HGI or its predecessor, DGP; or
 - (ii) other measurement equipment (including the size, selection, design and construction) currently approved for use by HGI, which approval shall not be unreasonably withheld.
2. A Measurement Facility may include, but is not limited to, the meter, recording device, regulators, relief valve or rupture disk and any associated piping and fixtures that assure the safe and efficient operation of the Measurement Facility.
3. Should HGI require Operator to install and/or operate regulating equipment, HGI shall provide Operator with a maximum set pressure for any regulator, relief valve or rupture disk. Operator shall operate its Measurement Facilities within the pressure parameters prescribed by HGI. In the event that HGI, in its sole reasonable discretion, determines that changes in operating conditions require modifications to or the installation or replacement of pressure regulation and/or other safety equipment, HGI may require Operator to make reasonable changes to any such equipment required hereunder by providing written notice of such required changes to Operator. Any and all modifications shall be at Operator's cost.
4. Should Operator fail to comply with HGI's written requests for the installation of or modification to pressure regulation and safety equipment within ten (10) days of Operator's receipt of such request or fail to notify HGI in writing that the required equipment is ordered but temporarily unavailable, HGI shall notify Operator to shut-in the Measurement Facility, and the same shall remain shut-in until the modification is completed.

III. OPERATION, MAINTENANCE, TESTING, AND REPAIR OF MEASUREMENT AND REGULATION FACILITIES

A. Operation and Maintenance

1. Operator shall operate the Measurement Facilities in a safe, leak-free manner, and shall maintain, operate, test, and repair the same as a prudent operator using accepted industry standards and materials or as contemplated in the Department of Transportation's Pipeline Safety Regulations, 49 C.F.R. Part 192, unless detailed otherwise herein.
2. Operator shall not alter, adjust or change operating pressure settings on regulators or relief valves without the permission or direction of HGI.

B. Meter Tests

1. Both Operator and HGI shall have the right to witness any Measurement Facility test of any kind

required or provided for hereunder, except for random field inspections conducted by HGI.

2. It shall be the obligation and responsibility of Operator to cause all Measurement Facilities to be inspected and tested at the sole expense of Operator at the time intervals as set forth on HGI's EBB, which are currently:

| Average Measurement Station Volume | Test Frequency |
|-------------------------------------|-----------------|
| Less than 250 mcf per day | Every 12 months |
| 250 mcf per day to 2000 mcf per day | Every 6 months |
| Greater than 2000 mcf per day | Every 3 months |

Such testing shall be performed by one of the HGI approved testing vendors listed on the EBB in accordance with industry standards.

3. Operator or its approved testing vendors shall:
 - (i) Provide HGI with reasonable advance notice of any Measurement Facility test in order to enable HGI to be present or represented at such test;
 - (ii) Provide HGI with a written copy of all test results in a format acceptable to HGI in a timely fashion after the completion of the test; and
 - (iii) Maintain records of all meter tests for a period of at least two (2) years.
 - (iv) Notwithstanding Section II.B.3 above, HGI may request Operator to provide inspection and test results as required hereunder. Should Operator fail to provide such documentation to HGI within ten (10) business days of HGI's request, HGI may, at its discretion, discontinue accepting deliveries from any such Measurement Facility until such time as Operator can provide proof of proper testing as required hereunder. HGI reserves the right to take further reasonable action at its discretion, including the right to require the shut-in of the applicable Measurement Facilities for additional time periods. Repeated violations of the testing requirement may result in HGI's permanent refusal to accept deliveries from these and/ or any other of Operator's Measurement Facilities.
 - (v) HGI may challenge the accuracy of any Measurement Facility in use by requesting that it be tested for accuracy. Upon such request, Operator shall have the meter tested under standard conditions in the presence of HGI representatives, should HGI wish to exercise its right to be represented at such test. If the meter on testing shall prove to be accurate within plus or minus two percent (2%), the cost of testing shall be borne by HGI (assuming HGI requested the test); but if the meter on testing proves to be in error by more than plus or minus two percent (2%), the cost of testing and repairing same shall be borne by the Operator. If a Measurement Facility is determined to be measuring inaccurately by more than plus or minus two percent (2%), Operator shall be required to immediately shut-in such Measurement Facility, unless it can be repaired within forty-eight (48) hours. In the event the Measurement Facility cannot be repaired within forty-eight (48) hours with like equipment, it shall be shut-in until the Operator can demonstrate that any deficiency has been corrected by providing HGI with meter test results that demonstrate the meter is operating accurately within plus or minus two percent (2%).

C. Maintenance and Repair of Measurement Facilities

1. Operator agrees to obtain approval from HGI before making any physical changes to the Measurement Facility that could affect the overpressuring protection of gas through said Facility.
2. HGI agrees that Operator may change batteries clocks, pens, ink and plates in the Measurement Facility at any time. With respect to plate changes, Operator agrees that the plate installed shall be one included on the HGI approved list of plate manufacturers, as it may change from time to time. Further, Operator shall note any clock rotation and plate changes on the chart. All other physical changes to the Measurement Facility must be made by the Operator's integration/testing vendor who must notify HGI of the changes. Failure to do so could result in improper credit for gas deliveries.

D. Gas Samples

1. At such time as the Measurement Facility is tested, as required under Article III B hereof, Operator shall cause the HGI approved vendor to acquire a sample of the gas delivered to the Measurement Facility and to perform a chromatographic analysis, the results of which shall be submitted to HGI and Operator, along with the meter test results. Gas samples shall only be taken by the HGI-approved vendor and must be representative of all gas flowing behind the Measurement Facility. Adjustments to volumes shall be made according to the results of such analysis.
2. Operator shall cause a chromatographic analysis to be performed and the results thereof to be sent to HGI whenever a new or different gas source enters a Measurement Facility. The chromatographic analysis results must be within HGI's specifications set forth on HGI's EBB. Samples shall be taken on new gas every three (3) months for the first year. Failure to take required samples and/or comply with HGI's gas quality specifications set forth on HGI's EBB may result in a shut-in of production, at the discretion of HGI, until Operator complies with these requirements.

E. Measurement Adjustments

Either party may request that an accounting adjustment be made upon proof of measurement errors. Such adjustments shall be made subject to the standards of the then-existing Services Agreement between HGI and the applicable pool operator for Operator. Adjustments to measured quantities may be made to the caloric value (BTU content) of the gas, or up on the discovery of clerical or mathematical errors in integrating or calculating gas volumes that may not be the result of Measurement Facility malfunction.

F. Tampering of Measurement Facilities

If HGI finds reasonable physical evidence that Operator has tampered with a meter and/or recording device in an attempt to receive credit for more gas than actually passed through the meter, Operator shall be required to shut-in its Measurement Facility for a period of one (1) month or until the Operator corrects the malfeasance, whichever is longer. Further, HGI may select additional meters, the number to be determined at HGI's discretion, to be inspected for tampering and tested for accuracy at Operator's expense. If it is determined that Operator has tampered with additional meters, HGI retains the right to take further action at its discretion, including, without limitation, the right to shut-in all Operator meters until the full extent of Operator tampering and the remedies for dealing with such tampering can be determined by HGI. Operator shall reimburse all costs incurred by HGI in investigating meter tampering if tampering is proven. The provisions and penalties of this Section shall not be enforced by HGI if Operator can provide reasonable evidence that changes to the meters were the result of vandalism or sabotage by third parties.

IV. TERM & TERMINATION

- A. If at any time any Measurement Facility has no production for twelve (12) consecutive months, HGI shall have the right to notify Operator of its intention to disconnect the Measurement Facility from its system. Provided, however, that if, upon receipt of such notice Operator can demonstrate to HGI that the lack of production is due to or caused by circumstances beyond the reasonable control of Operator, and that production can be reasonably expected to resume within a reasonable time frame agreed upon by HGI, then the Measurement Facility will not be disconnected.
- B. Upon the disconnection of any of the Measurement Facilities, all physical measurement equipment shall be removed, retained by, and remain the property of the Operator.

V. MISCELLANEOUS PROVISIONS

- A. Should Operator fail to shut-in gas as required hereunder, to facilitate system maintenance within three (3) days after notification by HGI, or to shut-in for operational emergencies within the time period set forth on the EBB, HGI reserves the right to: 1) enter Operator's property in order to perform all necessary shut-in procedures; and/or 2) not credit Operator's account for volumes delivered after

shut-in orders are issued. In the event HGI must enter Operator's property in order to perform necessary shut-in procedures, HGI shall notify Operator as reasonably practicable of the shut-in to avoid overpressure of the Operator's gathering pipelines.

- B. Record Retention:** Operator, or its agent or designee shall maintain original charts, meter statements, test reports and gas sample analyses, or electronic copies or reproductions of the aforementioned (except charts which must be original) for a minimum of two (2) years. HGI shall have the right with reasonable advance notice, at any time during normal business hours, to audit Operator's records, charts and/or accounts, and to monitor Operator's compliance with these record retention requirements. If Operator cannot provide the required meter test and calibration records requested (and such records have not been destroyed by fire, flood or other natural disaster), HGI shall have the right to request different production periods to audit and/or submit a negative adjustment for volumes credited to Operator's account for which Operator cannot provide evidence. If Operator cannot provide required records, HGI may require Operator to immediately shut-in the Measurement Facilities for which such records are deficient. The Measurement Facilities shall remain shut-in until Operator can provide proper meter test and calibration records as required by HGI.
- C.** Operator shall indemnify HGI and its parents, subsidiaries and related companies and save it harmless from all suits, judgments, claims, actions, debts, liabilities, levies, accounts, damages, costs, losses, and expenses, including reasonable attorney's fees, arising from or out of, in any manner whatsoever, actions (or inactions) taken by Operator or third parties performing Operator's obligations hereunder.
- D.** The respective obligations of both Parties are subject to all valid laws, rules, and regulations of duly constituted authorities having jurisdiction. Upon prior notification to Operator via its EBB, HGI retains the right to make such modifications to these requirements which may be reasonably necessary to maintain the integrity, safety and efficient operation of HGI's system.
- E.** Should HGI determine that a Measurement Facility produces more than 20 Dt per day over a six month period, HGI may elect, at its option, upon sixty (60) days prior written notice to Operator, to terminate such Measurement Facility. If Operator is desirous of delivering the gas to HGI and HGI is willing to be responsible for the measurement of the gas, Operator shall convey the Measurement Facility to HGI at mutually agreeable terms.
- F.** Operator is obligated to notify HGI and the applicable pool operator within 7 days in writing in the event that any of the measurement facilities are assigned and ensure the assignee is aware of the Measurement Operating Requirements as set forth on HGI's EBB.
- G.** Operator is obligated to notify HGI of any changes to the responsible parties or contact information changes for the measurement facilities subject to these requirements in writing (via US mail or e-mail) at the address listed below:

Hope Gas, Inc.
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Clarksburg, WV 26301
Attn: David Noss
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