

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

INTERRUPTIBLE TRANSPORTATION POOLING OPTION

1. AVAILABILITY

1.1 Interruptible Transportation Pooling Option shall be available to any qualified Pool Operator who has:

- A. Entered into an Interruptible Transportation Customer Pooling Option Service Agreement ("Agreement") with Hope Gas, Inc.; and
- B. Provided Hope Gas, Inc. with signed Confirmation of Pool Member (End User) Enrollment Forms which provide certification that all End Users are qualified interruptible transportation customers according to Hope Gas, Inc.'s tariff and are qualified End Users pursuant to the Rules Governing the Transportation of Natural Gas 150 CSR 16, as amended, of the Public Service Commission of West Virginia. All End User enrollment forms must be made on a copy of the form shown on Sheet No. 64; and
- C. Provided Hope Gas, Inc. with (1) satisfactory verification of the Pool Operator's compliance with the Rules Governing the Transportation of Natural Gas 150 CSR 16, as amended, of the Public Service Commission of West Virginia, and (2) proof of the Pool Operator's legal status within the State of West Virginia; and
- D. Demonstrated to Hope Gas, Inc. that it has met Hope Gas, Inc.'s credit worthiness standards; and
- E. Affirmed to Hope Gas, Inc.'s satisfaction the Pool Operator's acceptance of responsibility to satisfy Hope Gas, Inc.'s pooling balancing provisions as reflected herein; and
- F. Provided Hope Gas, Inc., if required, a copy of the Pool Operator's certification by the Public Service Commission of West Virginia.

2. AUTHORIZATIONS

2.1 The terms and conditions for Interruptible Transportation Pooling Option are supplementary to:

- A. The Rules and Regulations for the Government of Gas Utilities and Gas Pipeline Safety 150 CSR 4 and the Rules Governing the Transportation of Natural Gas 150 CSR 16, as amended, of the Public Service Commission of West Virginia; and
- B. All other requirements affecting Hope Gas, Inc. which have been or hereafter may be prescribed by said Commission; and

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(C) C. The sections of Hope Gas, Inc.'s tariff concerning Rules and Regulations for Distribution and Sale of Natural Gas, Additional Rules for Customers on High Pressure Main or Field Lines, Classification of Customers and Applicability of Rate Schedules, Natural Gas Supply, all as reflected on Sheets No. 6 through 15, and Rules and Regulations for the Transportation of Natural Gas, reflected on Sheets No. 31 through 42, as amended.

2.2 Hope Gas, Inc. and Pool Operator agree that they will file, as soon as practical after execution of the Agreement, all necessary applications with the appropriate governmental authorities for the purpose of securing all requisite authorizations, if any, for service contemplated by the Agreement, and that they will provide each other from time to time such information as may be necessary to secure and maintain such authorizations.

2.3 In the event governmental approval of the Agreement is conditioned in any manner, either party may, within thirty (30) days of such event, elect to terminate the Agreement by giving the other fifteen (15) days notice, and upon such termination neither party shall have any liability or obligation to the other by reason of the Agreement other than the obligation to make payments as provided for herein with respect to events or transactions which have occurred prior to such termination.

3. TERM

3.1 The term of the Agreement shall be for an initial term commencing April 1 and ending March 31 and shall continue in effect from year to year thereafter, subject to the cancellation by either party upon the expiration of the initial term or any subsequent one (1) year period upon at least thirty (30) days' written notice given prior to expiration of the initial term or prior to the expiration of any one (1) year period occurring thereafter.

4. CLASSIFICATION OF POOLS

4.1 Direct Feed Local Production pools are to be exclusively supplied by West Virginia-produced gas that directly feeds into the Hope Gas, Inc. system. To qualify as a Direct Feed Local Production Pool, Pool Operator will confirm in advance with Hope Gas, Inc. that it has sufficient West Virginia-produced gas to meet the requirements of the End Users in the pool.

4.2 Any Supply Source pools can be supplied by upstream pipeline transportation volumes and production volumes.

4.3 Subject to the terms and conditions of its tariff, Hope Gas, Inc. agrees to use its best efforts to receive, for Pool Operator's account, upstream pipeline transportation volumes, production volumes and/or pool-to-pool volumes.

5. UPSTREAM PIPELINE TRANSPORTATION RECEIPT POINTS

5.1 All upstream pipeline transportation volumes will be measured at upstream pipeline transportation receipt points listed in the Agreement in accordance with the terms of Hope Gas, Inc.'s agreement with the Upstream Pipeline and shall be conclusive for purposes of the Agreement.

(C) Indicates change in text of regulations

**RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)**

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

5.2 Upstream pipeline transportation volumes received by Hope Gas, Inc. at upstream pipeline transportation receipt points shall conform, in Hope Gas, Inc.'s initial discretion, with the gas quality standards as outlined herein.

5.3 All upstream pipeline transportation shall be received by Hope Gas, Inc. at upstream pipeline transportation receipt point(s) and shall be on a dekatherm (dt) basis and have a gross heating value of not less than 1,000 British thermal units per cubic foot at 14.73 PSIA, sixty (60) degrees Fahrenheit and saturated with water vapor.

5.4 Gas received by Hope Gas, Inc. at the point(s) of receipt on Pool Operator's behalf shall not contain an amount of water vapor exceeding seven (7) pounds per million cubic feet of gas, or an amount of water vapor exceeding the quantity that is required for saturation of the gas at the flowing temperature and pressure of the gas; provided, however, no gas shall contain any water in the liquid state. All natural gas received shall be free from air, sulfur in any form or compound (other than when inserted as an odorant), nitrogen (no greater than three (3) mole %), carbon dioxide (no greater than three (3) mole %), total inerts (no greater than five (5) mole %), and other deleterious substances which may adversely affect its use as a fuel or use for other purposes, or be injurious to equipment, and machinery.

5.5 Should any of the above substances enter Hope Gas, Inc.'s facilities and cause damage to any metering, regulator, and/or other equipment or interruption of service, Pool Operator shall reimburse Hope Gas, Inc. for the costs to repair such damage and for any related costs which Hope Gas, Inc. may incur to restore service to and/or repair facilities of its customers, including payments made by Hope Gas, Inc. to customers in settlement of claims arising out of interruption of gas service.

5.6 Hope Gas, Inc. may at any time require Pool Operator to provide Hope Gas, Inc. with a gas analysis prepared by an acceptable laboratory verifying the quality of the gas.

5.7 All imbalances on Upstream Pipelines are Pool Operator's responsibility.

6. NOMINATION OF UPSTREAM PIPELINE TRANSPORTATION VOLUMES

6.1 All upstream pipeline transportation volumes received for Pool Operator's account at upstream pipeline transportation receipt points shall be nominated to Hope Gas, Inc. in advance according to the procedures outlined in this Section.

6.2 Pool Operator is responsible for making advance written (facsimile acceptable) or electronic mail (e-mail) nominations to Hope Gas, Inc. for the quantity of gas to be received for Pool Operator's account each day. All such nominations must be submitted by the deadlines established by Hope Gas, Inc. and Upstream Pipelines and are subject to acceptance by both.

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

6.3 Nominations must conform, in content and format, with Hope Gas, Inc.'s specifications for upstream pipeline transportation volume nominations, which shall include, at a minimum: Pool Operator's name; Pool Operator's Hope Gas, Inc. contract number; Upstream Pipeline; Upstream Pipeline contract number and receipt meter number(s); requested daily upstream pipeline transportation volume; and the name and telephone number of Pool Operator's nominations contact.

6.4 Subject to the limits of Hope Gas, Inc.'s operating conditions and facilities, previously confirmed nominations and timely confirmation by Upstream Pipelines, Hope Gas, Inc. will either confirm, in total or in part, or reject Pool Operator's upstream pipeline transportation volume nomination. Pool Operator will be notified of non-confirmed nominations within seventy-two (72) hours.

6.5 Confirmed nominations will become effective on the date specified in Pool Operator's nomination and will remain in force until the last day of the current calendar month, subject to continued receipt by Hope Gas, Inc. from Upstream Pipeline of the confirmed volume, unless superseded by a subsequent upstream pipeline transportation volume nomination.

7. PRODUCTION RECEIPT POINTS

7.1 Measurement. The volume of Gas delivered by Pool Operator to Hope Gas, Inc. shall be determined as follows:

(A) Unit of Measurement. The unit of volume for measurement purposes shall be one cubic foot of Gas at a pressure base of 14.73 pounds per square inch absolute and a temperature base of 60° Fahrenheit.

(B) Factors. In determining the quantity of Gas delivered by Pool Operator to Hope Gas, Inc., factors such as those for pressure, temperature, and deviation from the laws for ideal gases shall be applied. If a displacement or turbine meter is used, those factors shall be applied in accordance with the gas laws as more fully described in the recommendations of the Gas Measurement Committee of the American Gas Association ("AGA") in its publication AGA Gas Measurement Manual. If an orifice meter is used, the measurement of such Gas shall be in accordance with AGA Report No. 3, as amended or superseded from time to time.

(C) Atmospheric Pressure. The average atmospheric pressure shall be assumed to be 14.4 pounds per square inch, irrespective of actual elevation or location of the meter or variations in actual atmospheric pressure.

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(D) Temperature. In the absence of a recording thermometer, an assumed flowing temperature of 60° Fahrenheit shall be used in computing such quantities of Gas. If a recording thermometer is used, then the arithmetic average of the temperature of Gas passing through the meter for such day shall be used.

(E) Gravity. The specific gravity of Gas shall be determined by the use of an Edwards balance or other approved instrument at the commencement of the delivery of Gas by Pool Operator or third party for receipt by Hope Gas, Inc. and as often thereafter as deemed necessary.

(F) Deviation from the Laws of Ideal Gases. The deviation of Gas from the laws of ideal gases shall be determined in accordance with the Manual for Determination for Super-Compressibility Factors for Natural Gas, an AGA publication completed in December 1962, as superseded or revised from time to time.

7.2 Heating Value. The total heating value per cubic foot of Gas delivered by Pool Operator under the Agreement shall not be less than 1,000 Btu per cubic foot calculated on a saturated basis at 14.73 pounds per square inch absolute at 60° Fahrenheit. Such heating value per cubic foot of Gas delivered by Pool Operator under the Agreement shall be determined at various intervals of time as may be designated by Hope Gas, Inc. or Pool Operator, not to exceed once per year, by tests made by taking samples of such Gas at the receipt point(s) and by testing such samples in accordance with accepted chromatographic analysis techniques, methods specified in AGA Gas Measurement Committee Report No. 5 (as amended or superseded from time to time), or by other accepted methods. Pool Operator and Hope Gas, Inc. shall have the right to witness any and all such tests.

7.3 If at any time the delivery by the Pool Operator at the production receipt point(s) of gas from any meter subject to the Agreement shall be less than an average of ten thousand cubic feet per day, then Hope Gas, Inc., at its sole option, may terminate the Agreement as to the gas behind any such meter(s), by giving the Pool Operator thirty (30) days prior written notice of such termination, unless Hope Gas, Inc. and Pool Operator agree in writing to an alternative.

7.4 The production receipt points for production volumes from physical meters listed in the Agreement, or any supplement thereto, shall be at measuring stations located at such points as Hope Gas, Inc. and the Pool Operator or third party shall agree, on Hope Gas, Inc.'s lines as now constructed or any extensions thereof, which in Hope Gas, Inc.'s initial discretion, may thereafter construct. In the event the Pool Operator or third party wishes to change any production receipt points, all costs incurred by Hope Gas, Inc. in connection with such change shall be promptly reimbursed to Hope Gas, Inc. by the Pool Operator or third party. Measuring stations on Hope Gas, Inc.'s lines existing as of the date of the Agreement and owned by the Pool Operator or third party shall, subject to the approval of Hope Gas, Inc., also be designated as production receipt points.

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

7.5 Gas received by Hope Gas, Inc. at the point(s) of receipt by Pool Operator shall not contain an amount of water vapor exceeding seven (7) pounds per million cubic feet of gas, or an amount of water vapor exceeding the quantity that is required for saturation of the gas at the flowing temperature and pressure of the gas; provided, however, no gas shall contain any water in the liquid state. All natural gas received shall be free from air, sulfur in any form or compound (other than when inserted as an odorant), nitrogen (no greater than three (3) mole %), carbon dioxide (no greater than three (3) mole %), total inerts (no greater than five (5) mole %), and other deleterious substances which may adversely affect its use as a fuel or use for other purposes, or be injurious to equipment, and machinery.

7.6 Should any of the above substances enter Hope Gas, Inc.'s facilities and cause damage to any metering, regulator, and/or other equipment or interruption of service, Pool Operator shall reimburse Hope Gas, Inc. for the costs to repair such damage and for any related costs which Hope Gas, Inc. may incur to restore service to and/or repair facilities of its customers, including payments made by Hope Gas, Inc. to customers in settlement of claims arising out of interruption of gas service.

7.7 Hope Gas, Inc. may at any time require Pool Operator to provide Hope Gas, Inc. with a gas analysis prepared by an acceptable laboratory verifying the quality of the production gas.

7.8 Pool Operator or third party shall be responsible for the construction of any necessary pipeline extending from the wells to the production receipt points agreed upon. As soon as practical after completion of such a line by the Pool Operator or third party, Hope Gas, Inc., at the Pool Operator's or third party's expense, shall construct any measuring stations, or approve Pool Operator's or third party's construction of the production receipt point to Hope Gas, Inc.'s specifications, which may be necessary at production receipt points receiving production volumes. All pipelines which connect wells with Hope Gas, Inc.'s measuring stations shall be owned and constructed by the Pool Operator or by third party from which the Pool Operator delivers volumes for receipt by Hope Gas, Inc.

7.9 Pool Operator shall provide and install, where necessary in Hope Gas, Inc.'s initial discretion, pressure regulating equipment. Such regulation shall deliver pressures suitable in Hope Gas, Inc.'s distribution pipeline system. Hope Gas, Inc. shall recommend the type of regulator(s) to be used and specify orifice size, pressure ranges, and operating settings.

7.10 All gas received by Hope Gas, Inc. for Pool Operator under the Agreement shall, in Hope Gas, Inc.'s initial discretion, be measured at a meter owned, installed, and maintained by either Hope Gas, Inc. or Pool Operator or third party, upon a site satisfactory to Hope Gas, Inc. Said meter shall be read by Hope Gas, Inc. or any other third party approved by Hope Gas, Inc.

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

A. Pool Operator or Third Party - Owned Meters. Pool Operator or third party may, after executing a meter agreement with Hope Gas, Inc. or Hope Gas, Inc.'s designee, install or cause to be installed the required fittings, meter, and equipment required at the production volume receipt point(s). Any such meter and other equipment shall be and remain the property of the Pool Operator or third party.

B. Hope Gas, Inc. - Owned Meters. Hope Gas, Inc. shall install or cause to be installed the fittings, meter and equipment required at the production volume receipt point(s) as soon as practicable after Pool Operator or third party's gathering line is ready for operation and Pool Operator or third party has furnished to Hope Gas, Inc. an appropriate meter site. Such meter and other equipment shall be and remain the property of Hope Gas, Inc. Pool Operator or third party shall reimburse Hope Gas, Inc. for the actual costs of such metering facility. Pool Operator or third party shall provide Hope Gas, Inc. with the necessary rights-of-way and related surface rights (including the rights of ingress, egress, and regress necessary to read and maintain the measurement facilities), for such meter and any pipeline that Hope Gas, Inc. may construct to receive volumes from Pool Operator or third party, free of all cost and from all claims and liabilities for damages arising out of installation of the meter or the construction of the meter house and connecting pipeline. To the extent that Hope Gas, Inc. is at any time required to pay for such rights-of-way or such cost or claims or liabilities, then Hope Gas, Inc. shall invoice Pool Operator or third party for such amounts and related expenses.

7.11 Production volumes received by Hope Gas, Inc. at production receipt points listed in the Agreement shall be taken by Hope Gas, Inc. at all times at full flow against the varying pressures maintained from time to time in Hope Gas, Inc.'s pipelines. Hope Gas, Inc. at any time may suspend the taking of gas hereunder while making repairs or alterations in its facilities. When practicable Hope Gas, Inc. shall notify the Pool Operator in advance of its plans to suspend the taking of gas, giving its best estimate of the duration of the suspension. Such repairs and alterations shall be completed with reasonable speed, unavoidable delays excepted. During periods when Hope Gas, Inc. must suspend the taking of gas, Hope Gas, Inc. shall not be required to accept production volumes. Pool Operator shall not use any mechanical means or accessory equipment to pump or compress gas to aid its delivery into Hope Gas, Inc.'s pipeline system without the express written consent of Hope Gas, Inc.

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

7.12 The capacity of Hope Gas, Inc.'s facilities to receive production volumes at the production receipt points shall be of such size as Hope Gas, Inc. in its sole judgment, in accordance with good industry practice, deems adequate. Hope Gas, Inc. shall have the right to restrict, limit or halt its receipt of production volumes whenever, in its sole judgment, in accordance with good industry practice, it is necessary to do so due to Force Majeure, an order of the West Virginia Public Service Commission or other governmental body, or circumstances requiring Hope Gas, Inc. to act to protect its ability to meet gas requirements of its system supply customers. In the event Hope Gas, Inc. exercises its right to restrict, limit or halt its receipt of production volumes, it shall give the Pool Operator notice by telephone, letter or otherwise to decrease or terminate deliveries of production volumes to Hope Gas, Inc. until such time as, in Hope Gas, Inc.'s sole judgment, in accordance with good industry practice, deliveries may be increased or resumed. If the Pool Operator fails to act promptly in accordance with such notice, Hope Gas, Inc. shall have the right to shut in wells or otherwise refuse to accept further production volumes at the production receipt points.

7.13 The Pool Operator shall install and maintain, at Hope Gas, Inc.'s request at any time and at the Pool Operator's own expense, the necessary equipment for separating and removing oil, water, salt, dust and other foreign substances from production volumes before its delivery at the production receipt points. The gas received by Hope Gas, Inc. at the production receipt points shall be free from all foreign matter or fluid characteristics that might cause injury to, or interference with the operation of the lines, regulators, meters or other appliances connected with Hope Gas, Inc.'s distribution system. Hope Gas, Inc. may refuse to receive at any time any gas which contains gaseous impurities or objectionable odors, or otherwise does not meet Hope Gas, Inc.'s gas quality standards reflected in this Section.

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

7.14 If a meter used for measuring gas delivered by Pool Operator under the Agreement is out of service or is determined by the parties to be registering inaccurately for any period of time during which Pool Operator is delivering gas to Hope Gas, Inc., then the quantity of gas delivered during such period shall be estimated; (i) by using data recorded by any check-measuring equipment, if installed and accurately registering, or if not installed and accurately registering, (ii) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation, or if neither such method is feasible, (iii) by estimating the quantity or quality delivered, based upon deliveries under similar conditions during a period when the equipment was registering accurately. If either party challenges the accuracy of any meter in use under the Agreement and requests to have the meter tested, the party responsible for operating and maintaining the meter shall test the meter under suitable conditions in the presence of both parties, if the parties wish to exercise their rights to be present or represented at such test. If the meter on test shall prove to be accurate within plus or minus two (2) percent, the cost of testing and repairing the same shall be borne by the party requesting the test, but if the meter on test proves to be in error by more than plus or minus two (2) percent, then the cost of testing and repairing same shall be borne by the party responsible for operating and maintaining the meter. Notwithstanding the foregoing, (i) no retroactive adjustments shall be made for orifice meters determined to be registering inaccurately, however, Pool Operator may replace, at its own expense, an existing orifice meter with a rotary meter, (ii) if a pool operator installs intermitters or "rabbits" on its wells, then Hope Gas, Inc.'s measurement shall be presumed accurate and no adjustments will be made and (iii) if a smaller meter plate is installed at Pool Operator's request and, as a result, the chart pen, in the course of normal operation, is forced off the edge of the meter chart, then the edge of the chart shall act as a substitute for the actual reading (i.e., the edge of the chart will be integrated during all periods when the chart pen was recording off of the chart).

7.15 The addition or removal of production receipt points from the Agreement shall be the subject of written supplements, which shall be proposed by the Pool Operator and accepted or rejected in Hope Gas, Inc.'s initial discretion, in accordance with reasonable and standard industry practice.

8. **NOMINATION OF PRODUCTION VOLUMES**

8.1 All production volumes received for Pool Operator's account at production receipt point(s) shall be nominated to Hope Gas, Inc. in advance according to the procedures outlined in this Section.

8.2 Pool Operator is responsible for making advance written (facsimile acceptable) or electronic mail (e-mail) nominations to Hope Gas, Inc. for the quantity of gas to be received for Pool Operator's account each day. All such nominations must be submitted by the deadlines established by Hope Gas, Inc.

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

8.3 Nominations must conform, in content and format, with Hope Gas, Inc.'s specifications for Production Volume nominations, which shall include, at a minimum: Pool Operator's name; Pool Operator's Hope Gas, Inc. contract number; requested daily production volume, receipt meter number(s); and the name and telephone number of Pool Operator's nominations contact.

8.4 Subject to the limits of Hope Gas, Inc.'s operating conditions and facilities, and the reasonableness of Pool Operator's nomination as determined by Hope Gas, Inc., Hope Gas, Inc. will either confirm, in total or in part, or reject Pool Operator's production volume nomination. Pool Operator will be notified of non-confirmed nominations within seventy-two (72) hours.

8.5 Confirmed nominations will become effective on the date specified in the Pool Operator's nomination and will remain in force until the last day of the current calendar month, unless superseded by a subsequent production volume nomination.

9. RECONCILIATION OF PRODUCTION VOLUMES

9.1 Confirmed production volume nominations will be credited to Pool Operator's account on the date specified in the Pool Operator's nomination. When actual production volumes are known, any discrepancies between actual and confirmed production volumes will be reconciled, in the first full calendar month following the determination of actual production volumes (the "Adjustment Month"), in accordance with the provisions of Sections 9.2 and 9.3 below.

9.2 When actual production volumes exceed confirmed production volume nominations, the positive volumetric discrepancy will be reconciled in the Adjustment Month by increasing Pool Operator's production volume nomination on each day in the Adjustment Month by an amount equal to the positive volumetric discrepancy divided by the number of days in the Adjustment Month.

9.3 When confirmed production volume nominations exceed actual production volumes, this negative volumetric discrepancy will be reconciled in the Adjustment Month by decreasing Pool Operator's production volume nomination on each day in the Adjustment Month by an amount equal to the negative volumetric discrepancy divided by the number of days in the Adjustment Month.

10. NOMINATION OF POOL-TO-POOL VOLUMES

10.1 Pool Operators may acquire gas from and provide gas to other Pool Operators through the use of pool-to-pool transfers. All pool-to-pool volumes received for Pool Operator's account shall be nominated to Hope Gas, Inc. in advance according to the procedures outlined in this Section.

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10.2 Pool Operator is responsible for making advance written (facsimile acceptable) or electronic mail (e-mail) nominations to Hope Gas, Inc. for the quantity of gas to be received for Pool Operator's account each day. All such nominations must be submitted by the deadlines established by Hope Gas, Inc.

10.3 Nominations must conform, in content and format, with Hope Gas, Inc.'s specifications for pool-to-pool volume nominations, which shall include, at a minimum: Pool Operator's name; Pool Operator's Hope Gas, Inc. contract number; requested daily pool-to-pool volume; name and Hope Gas, Inc. contract number of the Pool Operator providing the source of supply; and the name and telephone number of the Pool Operator's nominations contact.

10.4 Subject to the limits of Hope Gas, Inc.'s operating conditions and facilities, and the reasonableness of Pool Operator's nomination as determined by Hope Gas, Inc., Hope Gas, Inc. will either confirm, in total or in part, or reject Pool Operator's pool-to-pool volume nomination. Pool Operator will be notified of non-confirmed nominations within seventy-two (72) hours.

10.5 Confirmed nominations will become effective on the date specified in the Pool Operator's nomination and will remain in force until the last day of the current calendar month.

10.6 Pool-to-pool transfers may be made from Direct Feed Local Production pools to Any Supply Source pools and from Any Supply Source pools to Direct Feed Local Production pools, without affecting the classification of the pool.

11. NOMINATION OF AGGREGATE VOLUMES

11.1 Aggregate Volumes nominated will consist of Pool Operator's upstream pipeline transportation volume nomination, production volume nomination plus or minus any adjustments associated with the reconciliation of production volumes as reflected in Sections 9.2 and 9.3 and pool to pool transfer nominations.

11.2 Aggregate Volumes shall be nominated in advance by Pool Operator according to the procedures outlined in this Section. Each of the End User customers included in the aggregate volume nomination must have all of their natural gas consumption, plus applicable fuel retainage, for the entire calendar month, supplied by volumes nominated by Pool Operator. Prior to each monthly nomination period, Hope Gas, Inc. shall provide a listing of the End User Customer accounts to be served by the Pool Operator during the period to which the nominations apply. Hope Gas, Inc., in its initial discretion, may issue a notice to insure that the quantity of gas received on behalf of Pool Operator matches the quantity of gas accepted by Pool Operator's End User accounts adjusted for applicable fuel retainage. Pool Operator will have twenty-four (24) hours to adjust its Aggregate Volume nomination.

11.3 Pool Operator is responsible for making advance written (facsimile acceptable) or electronic mail (e-mail) Aggregate Volume nominations to Hope Gas, Inc. for the quantity of gas to be received for Pool Operator's account each day. All such nominations must be submitted by the deadlines established by Hope Gas, Inc.

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11.4 Nominations must conform, in content and format, with Hope Gas, Inc.'s specifications for Aggregate Volume nominations, which shall include, at a minimum: Pool Operator's name; Pool Operator's Hope Gas, Inc. contract number; requested daily Aggregate Volume; Hope Gas, Inc. contract number of the End User Customers to whom Pool Operator plans to send supply and redelivery meter number(s); and the name and telephone number of Pool Operator's nominations contact.

11.5 Hope Gas, Inc. will either confirm, in total or in part, or reject Pool Operator's Aggregate Volume nomination. Pool Operator will be notified of non-confirmed Aggregate Volume nominations within seventy-two (72) hours.

11.6 Aggregate Volume nominations will become effective on the date specified in the nomination and will remain in force until the last day of the current calendar month unless superseded by subsequent volume nominations.

12. RATE TABLE

12.1	Direct Feed Local Production Pooling Fee:	\$0.08	pooling charge per dekatherm on total redeliveries to Pool Operator's End User accounts, plus applicable fuel retainage
12.2	Any Supply Source Pooling Fee:	\$0.10	pooling charge per dekatherm on total redeliveries to Pool Operator's End User accounts, plus applicable fuel retainage

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13. DETERMINATION OF DAILY IMBALANCE CHARGES

13.1 Pool Operators are expected to match the levels of supply being received by Hope Gas, Inc. for their account with the expected consumption of the Pool Operator's End User accounts adjusted for applicable fuel retainage. Hope Gas, Inc. has no obligation on any day to deliver quantities of gas greater than receipts for a Pool Operator's account nor to accept quantities of gas for Pool Operator's account greater than redeliveries accepted by the Pool Operator's End User accounts adjusted for applicable fuel retainage.

13.2 Daily imbalances between confirmed aggregate volumes nominated for a Pool Operator's account and redeliveries to the Pool Operator's End User accounts adjusted for applicable fuel retainage are subject to an imbalance charge of \$0.107 per dekatherm.

14. DETERMINATION OF MONTHLY IMBALANCE CHARGES

14.1 Imbalances between total monthly confirmed Aggregate Volume nominations received by Hope Gas, Inc. for a Pool Operator's account and the total monthly consumption for Pool Operator's End User accounts adjusted for applicable fuel retainage shall be resolved by way of a cashout mechanism at the end of each month as follows.

A. Each month an Imbalance Percentage shall be determined by dividing total confirmed Aggregate Volume nominations for Pool Operator's account ("a") less total redeliveries to Pool Operator's End User accounts adjusted for applicable fuel retainage ("b"), by total confirmed Aggregate Volume nominations, expressed mathematically as follows:

$$\frac{a - b}{a}$$

In any month when there are no confirmed Aggregate Volume nominations, the imbalance percentage shall be deemed to be 100%.

The total cashout for each month's Imbalance Percentage will be calculated by pricing the absolute value of the imbalance within each block. For example, an Imbalance Percentage of negative 12% would cashout the first 5% of the imbalance at the 0 through 5% price, plus 5% at the >5% through 10% price, plus the remaining 2% at the >10% through 15% price.

B. In any month where redeliveries to Pool Operator's End User accounts adjusted for applicable fuel retainage are less than confirmed Aggregate Volume nomination for Pool Operator's account, Hope Gas, Inc. shall purchase the imbalance gas from Pool Operator at a price which shall be calculated as follows:

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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(C) (1) The reference price each month for imbalances resolved by Hope Gas, Inc. purchasing gas from Pool Operator shall consist of a Base Commodity Rate and a Transportation Component less, during the months of April and October, fifty cents (\$0.50). The Base Commodity Rate shall equal the lowest of the daily postings during the month gas was delivered for Eastern Gas - South, Absolute Low, as published in Platts Gas Daily (S&P Global Inc.). The Transportation Component shall be equal to the firm transportation commodity rate of Eastern Gas Transmission and Storage, Inc., plus fuel retention.

(2) The reference price shall be adjusted as provided in the following table:

Imbalance Percentage	Percentage of Reference Price
0% through 5%	100%
> 5% through 10%	90%
>10% through 15%	80%
>15% through 20%	70%
>20% through 25%	60%
>25%	50%

C. In any month where redeliveries to Pool Operator's End User accounts adjusted for applicable fuel retainage are greater than confirmed Aggregate Volume nomination for Pool Operator's account, Hope Gas, Inc. shall sell the imbalance to Pool Operator at a price which shall be calculated as follows:

(C) (1) The reference price for each month for imbalances resolved by Hope Gas, Inc. selling gas to Pool Operator shall consist of a Base Commodity Rate and a Transportation Component, plus during the months of April and October, an additional fifty cents (\$0.50). The Base Commodity Rate shall equal the highest of the daily postings during the month gas was delivered for Eastern Gas - South, Absolute High, as published in Platts Gas Daily (S&P Global Inc.). The Transportation Component shall be equal to the maximum interruptible transportation rate of Eastern Gas Transmission and Storage, Inc., plus applicable fuel retention.

(2) The reference price shall be adjusted as provided in the following table:

Imbalance Percentage	Percentage of Reference Price
0% through 5%	100%
> 5% through 10%	110%
>10% through 15%	120%
>15% through 20%	130%
>20% through 25%	140%
>25%	150%

(C) Indicates change in text of regulations

**RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)**

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(C) D. Should Platts Gas Daily change the name of the column heading or postings listed there under, it will be recognized as a name change only and not a location change. If Platts Gas Daily ceases to publish its daily absolute high and low prices for Eastern Gas - South, Hope Gas, Inc. will choose a comparable substitute.

E. To the extent that a reference price is derived from the published tariff sheets of an interstate pipeline, the tariff sheets used to determine the applicable rates shall be those available the first day of the month when service was rendered. Even if a new tariff sheet subsequently becomes effective retroactively, no adjustment shall be made. Should the name of the rate or service change, it will be a name change only and not a rate change. Should a particular tariff service be eliminated, Hope Gas, Inc. will choose a comparable substitute.

15. OPERATIONAL FLOW ORDERS

15.1 Pool Operator is subject to Hope Gas, Inc.'s issuance of operational flow orders (OFO) which will direct Pool Operator to adjust its Aggregate Volumes such that the Pool Operator's daily Aggregate Volume nomination equals its daily total End User consumption adjusted for applicable fuel retainage. Failure to comply with an operational flow order will result in Hope Gas, Inc., in its initial discretion in accordance with reasonable and standard industry practice, adjusting Pool Operator's daily Aggregate Volume nomination such that the Pool Operator's daily Aggregate Volume nomination equals its daily total End User consumption adjusted for applicable fuel retainage. In the event that such an adjustment cannot fully equalize Pool Operator's Aggregate Volume nomination with its daily total End User consumption adjusted for applicable fuel retainage, failure to comply with an operational flow order will result in the billing of the following incremental charges times the OFO shortfall which is defined as the imbalance between the Pool Operator's daily Aggregate Volume nomination and daily total End User's consumption adjusted for applicable fuel retainage, as calculated by Hope Gas, Inc., on those days subject to the OFO:

(A) The payment of a gas cost equal to the reference price as defined in Section 14.1 (C) (1); and

(C) (B) Demand charges will be based on the fixed gas costs associated with standby (firm) service as reflected on Hope Gas, Inc.'s currently effective Sheet No. 19, pursuant to the following schedule:

Number of Days of Noncompliance During the Calendar Month	Monthly demand Charge Multiplier Applied to Maximum OFO Shortfall
One, Two or Three	Three
Four, Five, or Six	Six
Seven, Eight or Nine	Nine
Ten or More	Twelve

(C) Indicates change in text of regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

The maximum amount that the Pool Operator shall pay pursuant to Section 15.1(B) over any Winter Season shall be twelve months' demand charges multiplied by the maximum OFO shortfall experienced during that Winter season; and

(C) The payment of an appropriate penalty charge, in Hope Gas, Inc.'s discretion, not to exceed \$25.00 per dekatherm.

(D) The payment of all other charges, inclusive of storage and overrun costs, incurred by Hope Gas, Inc. on the date of the OFO shortfall.

15.2 Pool Operators in compliance with an OFO shall not be subject to any incremental charges or costs.

16. **BILLING & PAYMENT**

16.1 Hope Gas, Inc. shall render a bill to Pool Operator on or about the twentieth (20th) day of each month for the services rendered by Hope Gas, Inc. during the previous month, along with all other charges billable under the Pool Operator's Agreement. Pool Operator shall render payment in full to Hope Gas, Inc. by check or wire transfer, on or before the last day of each month (Due Date). If End User has appointed Pool Operator to be its billing agent, Pool Operator will be billed for all transportation service rendered by Hope Gas, Inc. to the applicable End User.

16.2 Should Pool Operator fail to tender full payment by the Due Date of any bill, whether it is rendered pursuant to Pool Operators Agreement or is a separate bill for tariff utility service or some other bill, interest per annum on the unpaid portion of the bill shall accrue at the rate of one percent (1%) per month on outstanding balances from the Due Date until date payment is received.

16.3 If such failure to pay continues for thirty (30) days after the Due Date, Hope Gas, Inc., in addition to any other remedy it may have, may unilaterally and without recourse by Pool Operator or End User, suspend further pooling services hereunder, or Hope Gas, Inc. may deduct the unpaid amount from any payments accruing to Pool Operator, or take gas in kind from Pool Operator's Pool in satisfaction of Pool Operator's obligations, based on the rates set forth in Section 14.1 B (1). In addition, Hope Gas, Inc. may bill the transportation End User for any outstanding transportation charges applicable to the End User's account which remain unpaid by Pool Operator for more than thirty (30) days. Hope Gas, Inc. will provide notification to each End User regarding Pool Operator's non payment and termination actions.

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RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

16.4 If Pool Operator in good faith disputes the amount of any bill or any part thereof, and shall pay to Hope Gas, Inc. such amount as it concedes to be correct, and at any time thereafter within thirty (30) days of a demand made by Hope Gas, Inc., shall furnish good and sufficient surety bond, guaranteeing payment to Hope Gas, Inc. of the amount ultimately found to be due under such bill after a final determination, which may be reached either by agreement between the parties or judgment of a court, then Hope Gas, Inc. shall not be entitled to suspend further receipt or redelivery of natural gas unless and until default be made in the conditions of such bond.

16.5 In the event an error is discovered in the amount billed in any statement rendered by Hope Gas, Inc., such error shall be adjusted within thirty (30) days of the determination thereof; provided that claim therefor shall have been made within sixty (60) days from the date of discovery of such error, but in any event within twelve (12) months from the date such statement is rendered.

16.6 Hope Gas, Inc. may at any time require Pool Operator to post a security deposit. Such deposit shall not exceed two (2) months' (estimated) average bills.

17. CREDITWORTHINESS

17.1 Hope Gas, Inc. shall not commence service or continue service to Pool Operator if Pool operator fails to meet the creditworthiness criteria outlined in this Section.

17.2 Acceptable creditworthiness is demonstrated by meeting the following criteria:

A. At Hope Gas, Inc.'s request, Pool Operator shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Pool Operator's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Hope Gas, Inc. shall apply consistent evaluative practices to determine the acceptability of Pool Operator's overall financial condition, working capital, and profitability trends.

B. At Hope Gas, Inc.'s request, Pool Operator shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in 17.2 (A) must show that Pool Operator's obligations are being paid on a reasonably prompt basis.

C. Pool Operator must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Pool Operator who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, but only with adequate assurances that Hope Gas, Inc.'s billing under the Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction.

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**RULES AND REGULATIONS
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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

D. Pool Operator should not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the ability to exist as an ongoing business entity.

E. No significant collection lawsuits or judgments are outstanding which would seriously reflect upon Pool Operator's ability to remain solvent.

F. If any of the events or actions described in Sections 17.2 (C), 17.2 (D) and 17.2 (E), above shall be initiated or imposed during the terms of service under the Agreement, Pool Operator shall provide notification thereof to Hope Gas, Inc. within two (2) working days of any such initiated or imposed event or action.

G. If Pool Operator has an ongoing business relationship with Hope Gas, Inc., no delinquent balances should be consistently outstanding for billings made previously by Hope Gas, Inc. and Pool Operator must have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

H. A new credit appraisal shall not be conducted when an existing Agreement is amended or a request for a new Agreement is made unless Pool Operator's payment history with Hope Gas, Inc. has not been satisfactory or there is a bona fide basis for questioning Pool Operator's creditworthiness.

17.3 In order for Hope Gas, Inc. to cover any costs associated with the Pool Operator prematurely discontinuing service to End Users, or if Pool Operator fails to demonstrate creditworthiness either prior to receiving service or after service has commenced under the Agreement, Hope Gas, Inc. may require Pool Operator:

A. To provide a security deposit equal to the total maximum daily End Users consumption adjusted for applicable fuel retainage times \$2.00 per dt times 30 to be deposited into an interest bearing escrow account; or

B. To make a payment in advance equal to the total maximum daily End Users consumption adjusted for applicable fuel retainage times \$2.00 per dt times 30; or

C. To provide a standby irrevocable letter of credit drawn upon a bank acceptable to Hope Gas, Inc.; or

D. To provide a guarantee by a person or another entity which satisfies the credit appraisal; or

E. To provide such other security as is mutually acceptable to both Hope Gas, Inc. and Pool Operator.

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RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

18. OBLIGATIONS

18.1 As between Hope Gas, Inc. and Pool Operator, Hope Gas, Inc. shall be deemed to be in control and possession of the gas to be transported upon receipt of such gas at the point(s) of receipt until it shall have been redelivered for the account of Pool Operator's End Users at the point(s) of redelivery. Pool Operator shall be deemed to be in control and possession of the gas prior to receipt by Hope Gas, Inc. and after redelivery to Pool Operator's End Users.

18.2 The Pool Operator warrants the title to the pool-to-pool volumes, production volumes and upstream pipeline transportation volumes received by Hope Gas, Inc. for Pool Operator's account, as applicable, and shall indemnify Hope Gas, Inc. for and save Hope Gas, Inc. harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or attributable to the adverse claims of any and all other persons or parties to the gas received by Hope Gas, Inc., provided, however, that if any person or party makes claim to any gas received by Hope Gas, Inc. adverse to Pool Operator's claim of ownership of the gas, or obtains a lien or encumbrance against the gas, Hope Gas, Inc. may withhold payment, if any may be due, for such gas until such adverse claim or lien is released or disposed of by the parties by final court action and may pay such withheld amount(s) to the party entitled to payment, unless the Pool Operator posts a bond in an amount and on terms satisfactory to Hope Gas, Inc. to protect and indemnify Hope Gas, Inc. against such adverse claim or lien.

19. FORCE MAJEURE

19.1 The term "Force Majeure," as used herein, and as applied to Hope Gas, Inc. or Pool Operator, shall mean acts of law including governmental bodies acting pursuant to law, acts of God, strikes, lockouts or other labor disturbances, acts of a public enemy, war, blockades, insurrections, riots, epidemics, lightning, fires, floods, washouts, arrests, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, partial or entire failure of such wells, or any other cause, whether of the kind enumerated or otherwise, not reasonably within the control of the affected party. The settlement of strikes, lockouts or labor disturbances by acceding to the demands of an opposing party when such course is inadvisable is at the discretion or judgment of the affected party. Among other things, the term "Force Majeure" shall not include: (i) any cause resulting from a party's negligence or willful misconduct; (ii) Pool Operator's failure to have sufficient gas to satisfy its obligations under the Agreement unless such a failure is attributable to an event of Force Majeure as defined in this section; (iii) the freezing of any wells or pipelines; and (iv) lack of funds by either party.

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RULES AND REGULATIONS
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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

19.2 In the event Hope Gas, Inc. or Pool Operator is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations other than the obligation to make payment of amounts accrued and due under the Agreement, and after notice of the Force Majeure condition is given to the other party in writing or by facsimile, the obligation of both parties, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused except the obligation to continue delivery of Production Volumes during curtailment periods, and the Force Majeure condition shall be remedied with all reasonable dispatch.

19.3 Neither Hope Gas, Inc. nor Pool Operator shall be liable for damages to the other for any act, omission or circumstances occasioned by, or in consequence of, Force Majeure.

19.4 Such causes or contingencies affecting the performance of the Agreement by Hope Gas, Inc. or the Pool Operator shall not relieve the affected party of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by facsimile to the other party as soon as reasonably practical after the occurrence of the cause relied upon, nor shall such causes or contingencies affecting the Agreement by either party relieve it of liability in the event of its concurring negligence, nor shall such causes or contingencies affecting the performance of the Agreement relieve either party from its obligations to make payments of amounts then due under the Agreement for gas already redelivered to Pool Operator's End Users.

20. OWNERSHIP OF FACILITIES

20.1 Except as provided herein, all pipelines, fittings and other properties furnished under the Agreement shall remain the property of the party paying for the facilities, who shall be solely responsible for the maintenance and operation of those facilities, and each party may remove its property at the termination of the Agreement. Existing measuring stations owned by parties other than Hope Gas, Inc. which qualify as production receipt points shall not become the property of Hope Gas, Inc., but shall be maintained and operated by Hope Gas, Inc. until termination of the Agreement. However, any measuring stations constructed or otherwise furnished by Hope Gas, Inc. shall be and remain the property of Hope Gas, Inc.

21. MISCELLANEOUS

21.1 Pool Operator shall indemnify Hope Gas, Inc. and save it harmless from all suits, judgments, claims, actions, debts, liabilities, levies, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons to said gas, including but not limited to claims, suits, actions, and demands which may arise due to the nonpayment of landowner royalties, overriding royalties, or rentals thereon or therefrom. Provided, however, Pool Operator shall not indemnify Hope Gas, Inc. for any liability to the extent that such liability is caused solely by Hope Gas, Inc.'s gross negligence or intentional misconduct.

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RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS (Cont.)

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

21.2 Except as herein otherwise provided, any request, demand, or statement provided for in Pool Operator's agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the post office address of the parties hereto. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by ordinary mail, or by electronic facsimile.

21.3 Pool Operator's Agreement is entered into subject to any lawful action which the Commission may take respecting all obligations of the parties and all terms and conditions therein. Pool Operator's Agreement and the respective obligations of the parties thereunder are also subject to valid laws, orders, rules and regulations of all duly constituted authorities having jurisdiction. The interpretation and performance of Pool Operator's Agreement shall be in accordance with the laws of the State of West Virginia.

21.4 Except as otherwise stated herein, any article or provision declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the parties or deemed unlawful because of a statutory change will not otherwise affect the lawful obligations that arise under the Pool Operator's agreement.

21.5 No waiver by either party of one or more defaults by the other in the performance of any provisions of this tariff or Pool Operator's Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

21.6 Any entity which shall succeed by purchase, merger, or consolidation of the properties, substantially as an entirety, of Hope Gas, Inc. or Pool Operator, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this tariff and Pool Operator's Agreement.

21.7 No assignment by Pool Operator of the Pool Operator's Agreement or any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto in writing of Hope Gas, Inc. Such consent shall not be unreasonably withheld.

21.8 The subject headings of the articles of this tariff are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same. Whenever the context requires it, the singular shall include the plural, and vice versa.

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**RULES AND REGULATIONS
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INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

**CONFIRMATION OF POOL MEMBER (END USER)
ENROLLMENT FORM**

_____, End User, certifies that it has entered into a contract to be
a Pool Member with _____, a Pool Operator on Hope Gas, Inc.'s system.

As a member, the End User further certifies and agrees to the following:

1. End User is a qualified interruptible transportation customer in accordance with Hope Gas, Inc.'s effective tariff.
2. End User is not subject to the Human Needs Limitation as described in PSC of WV General Order 228.2 dated October 3, 2000.
3. End User knowingly selected pooling and understands its ramifications.
4. End User will participate in only one interruptible pool at any given time and will have its full requirements on Hope Gas, Inc.'s system supplied by said Pool Operator.
5. End User must submit all required documentation to Hope Gas, Inc. by the fifteenth of the month in order to begin pool participation on the 1st day of the following month.
6. End User will be assigned to an interruptible pool for a minimum term of one (1) year.
7. End User's billing statement for transportation service will be sent to:

(Name)

(Full Mailing Address)

(Contact Person)

(Phone No.)

(Fax No.)

Signature of End User

Date

Print or Type Name As It Appears on Current Monthly Bill

End User Account Number from Current Monthly Bill

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