HOPE GAS, INC.

781 CHESTNUT RIDGE ROAD, SUITE 100
MORGANTOWN, WEST VIRGINIA 26505

RATES, RULES AND REGULATIONS FOR FURNISHING

NATURAL GAS

TO CUSTOMERS IN CITIES, TOWNS, VILLAGES, AND

RURAL AREAS, AS INDICATED ON THE

INDEX OF COMMUNITIES SERVED

FILED WITH THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Issued By
Morgan O'Brien, President & CEO

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Case No. 25-0417-G-42T dated February 10, 2026

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(N) Indicates new rates or regulations
(C) Indicates change in text of regulations

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

(N) Explanation of Symbols

(I) Indicates an increase in rates

(D) Indicates a decrease in rates

(N) Indicates new rates or regulations

(O) Indicates omissions

(C) Indicates change in text of regulations

(T) Indicates temporary rates and/or surcharges

7.2 All tariffs or revisions, stating changes in any provision, shall use the following codes: (I) indicates an increase in rates, (D) indicates a decrease in rates, (N) indicates new rates or regulations, (O) indicates omissions, (C) indicates change in text of regulations and (T) indicates temporary rates and/or surcharges. All of the foregoing shall be accompanied by explanatory footnotes.

(N) Explanation of Abbreviations

Mcf	Million Cubic Feet
MMcf	One Thousand (1,000) Mcf
Dt	Dekatherm
Btu	British Thermal Unit
MMBtu	One Million (1,000,000) Btu
MDV	Maximum Daily Volume
OFO	Operational Flow Orders
TSO	Transportation Scheduling Orders

(N) Indicates new rates or regulations

INDEX OF COMMUNITIES SERVED

Barbour County
- Belington
- Bethel Run
- Century
- Elk City
- Moatsville
- Peel Tree
- Pepper
- Philippi
- Volga

Boone County
- Arbo
- Ashford
- Bandytown
- Bloomingrose
- Brush Creek
- Brushton
- Cabot
- Camp Creek
- Comfort
- Costa
- Danville
- Drawdy
- Elk Run Jct.
- Eudrom
- Fostersville
- Garrison
- Gordon
- Greenview
- Hatfield
- Hopkins Fork
- Janie
- Joes Creek
- Julian
- Kirbyton
- Laurel City
- Madison
- Maxine
- Nellis
- Nelson
- Oak Grove
- Ottawa
- Packs Branch
- Peytona
- Pond Fork
- Prenter
- Price Hill
- Racine
- Ramage
- Ridgeview
- Ruck Creek
- Sebok
- Seng Creek
- Seth
- Short Creek
- Sylvester
- Turtle Creek
- Twilight
- Uneeda
- Van
- Whitesville

Braxton County
- Bluefield
- Burnsville
- Coger
- Elmira
- Exchange
- Flatwoods
- Frametown
- Gassaway
- Gem
- Heaters
- Rosedale
- Strange Creek
- Sugar Creek
- Sutton

(N) Cabell County
- Barboursville
- Melissa
- Milton
- Ona
- Salt Rock

Calhoun County
- Arnoldsburg
- Big Bend
- Brohard
- Cabot
- Chloe
- Creston
- Five Forks
- Grantsville
- Minnora
- Mount Zion
- Nobe
- Orma
- Richardson
- Russett
- Sand Ridge

Clay County
- Bomont
- Dille
- Duck
- Nebo

Doddridge County
- Big Flint
- Big Isaac
- Buckeye
- Center Point
- Central Station
- Coldwater
- Crystal Lake
- Greenwood
- Grove
- Leopold
- Long Run
- Maxwell
- McMillan
- New Milton
- Oxford
- Porto Rico
- Riggins Run
- St. Clara
- Schutte
- Sedalia
- Sherwood
- Smithburg
- West Union

(N) Fayette County
- Deep Water
- Kimberly
- Montgomery
- Mount Carbon

Gilmer County
- Conings
- Cox's Mills
- Dusk
- Glenville
- Layopolis
- Letter Gap
- Linn
- Lockney
- Newberne
- Normantown
- Perkins
- Sand Fork
- Shock
- Stout Mills
- Stumptown
- Tanner
- Troy

Harrison County
- Adamsville
- Alpha
- Anmoore
- Bassell
- Benson
- Bingamon
- Brick Church
- Bridgeport
- Bristol
- Brown
- Brushy Fork
- Califf
- Camp Run
- Chub Run
- Clarksburg
- Cork
- Corrin Station
- Country Club
- Craigmoor
- Dawmont
- Dola
- Enterprise
- Erie
- Faris
- Gladys
- Glen Falls
- Good Hope
- Gore
- Grass Run
- Hepzibah
- Industrial
- Jacobs Run
- Jarvisville
- Johnstown
- Kroger
- Lake Floyd
- Laurel Park
- Laurel Valley
- Liberty
- Longview
- Lost Creek
- Lumberport
- Maple Lake
- Marshville
- McWhorter
- Meadowbrook
- Mineral
- Mount Clare
- Mudlick
- Nutter Fort
- Ocean Mine
- Olive
- O'Neill
- Oral Lake
- Peora
- Pike
- Quiet Dell

Service is also available to rural customers located adjacent to the existing field lines of the Company if such service will not create an unsafe operating condition.

(N) Indicates new rates or regulations

INDEX OF COMMUNITIES SERVED (Cont.)

Harrison County (Cont.)
- Reynoldsville
- Rinehart
- Rockford
- Romines Mills
- Salem
- Sardis
- Shinnston
- Spelter
- Stonewood
- Sun Valley
- Thermal
- Wallace
- West Milford
- Wilsonburg
- Wolf Summit
- Wolf Summit Station
- Wyatt
- Zeising

Jackson County
- Conrad Hills
- Cottageville
- Evergreen Hills
- Finch Mountain
- Kenna
- Odaville
- Petroleum
- Pleasant View
- Pleasant View Addition
- Sandyville
- Ravenswood
- Ripley
- Trace Fork

Kanawha County
- Alum Creek
- Cabin Creek
- Charleston
- Clendenin
- Dry Branch
- Elkview
- Winifrede

Lewis County
- Alum Bridge
- Butchersville
- Camden
- Churchville
- Copley
- Crawford
- Deanville
- Duffey
- Emmart
- Fisher Summit
- Freemansburg
- Gaston
- Hackers Creek
- Homeland
- Horner
- Hurst
- Ireland
- Jackson Heights
- Jacksons Mill
- Jacksonville
- Jane Lew
- Kennedy Station
- Lightburn
- McGuire Park
- Orlando
- Pricetown
- Roanoke
- Straight Run
- Vadis
- Valley Chapel
- Vandalia
- Waldeck
- Walkersville
- Weston
- Wildcat

Lincoln County
- Griffithsville
- Harts
- Leet
- McCorkle
- Sod
- Sumerco

Logan County
- Blair
- Chapmanville
- Clothier
- Davin
- Mifflin
- Moncio
- Parksville
- Pettus
- Sharples

Marion County
- Annabelle
- Barrackville
- Basnettville
- Baxter
- Bethel Park
- Bethlehem #41
- Big Run
- Bingamon
- Carolina
- Cavalier
- Condit
- Cunningham
- Curtisville
- Deep Valley
- Dingville
- Downs
- Echo Hill
- Eldora
- Fairmont
- Fairview
- Farmington
- Federal
- Finches Run
- Four States
- Glover Gap
- Grant Town
- Grays Flats
- Helens Run
- Hilltop
- Hopewell Road
- Ida May
- Jamison #8
- Jamison #9
- Joetown
- Katy
- Keystone
- Laurel Run
- Logansport
- Mannington
- McClellan
- Meadowdale
- Metz
- Monongah
- Moody's Run
- Mount Harmony
- Panther Lick
- Parker
- Peanut
- Penn Marg
- Pinegrove
- Poundstone
- Rachel
- Rivesville
- Rymer

Service is also available to rural customers located adjacent to the existing field lines of the Company if such service will not create an unsafe operating condition.

INDEX OF COMMUNITIES SERVED (Cont.)

(N) Marion County (Cont.)
- Salt Lick
- Shores
- Stringtown
- Sunshine
- Whitehall
- Worthington

Marshall County
- Breiding
- Clarington
- Glen Easton
- Lynn Camp
- Moundsville
- Natrium
- Round Bottom

Mason County
- Cottageville

(N) Mercer County
- Matoaka

McDowell County
- Avondale
- Iaeger
- Jenkinjones
- Kimball
- Matoaka
- Maybeury

Mingo County
- Verner

Monongalia County
- Bertha Hill
- Blacksville
- Booth
- Brookhaven
- Bula
- Cassrelle
- Cassville
- Core
- Cross Roads
- Dellslow
- Dellston
- Dulaney
- Evansdale
- Fairmor
- Granville
- Hagans
- Harmony Grove
- Hildebrand
- Jere
- Lemley
- Maidsville
- Maidsville Landing
- McCurdysville
- Miracle Run
- Mooresville
- Morgantown
- Mt. Morris Road
- Osage
- Pentress
- Pursglove
- Rag Town
- Randall
- Richard
- Riverside
- Rock Forge
- Sabraton
- Scotts Run
- Shriver
- Star City
- Van Voorhis
- Vista-Del-Rio
- Wadestown
- Walnut Lane
- Wana
- Westover
- White Day
- Wise

Nicholas County
- Birch River
- Calvin
- Cottle
- Craigsville
- Fenwick
- Muddlety
- Richwood
- Summersville

Pleasants County
- Belmont
- Eureka
- Greens Run
- Horseneck
- Parrish
- St. Marys
- Schultz
- Willow Island

Preston County
- Laurel Run
- Masontown
- Newburg
- Reedsville
- Rowlesburg
- Tunnelton

Putnam County
- Hurricane
- (N) Lake Washington

Raleigh County
- Artie
- Beaver
- Bolt
- Eunice
- Glen Daniel
- Jarrolds Valley
- Leevale
- Packsville
- Pettus
- Saxon
- West Pettus
- Wright

Randolph County
- Elkins
- Mill Creek
- Millwood

Ritchie County
- Auburn
- Berea
- Burnt House
- Cairo
- Corbin Branch
- Ellenboro
- Elm Run
- Finch
- Glendale
- Goose Creek
- Harrisville
- Hazelgreen
- Lawford
- Lipscomb
- Macfarlan
- Mountain
- Pennsboro

Service is also available to rural customers located adjacent to the existing field lines of the Company if such service will not create an unsafe operating condition.

(N) Indicates new rates or regulations

INDEX OF COMMUNITIES SERVED (Cont.)

Ritchie County (Cont.)
- Petroleum
- Pike
- Riverside
- Smithville
- Steels Run
- Toll Gate

Roane County
- Corton
- Millstone
- Newton
- Spencer

Taylor County
- Bridgeport
- Fairmont
- Flemington
- Grafton
- Thornton

Tucker County
- Hovatter
- Saint George

Tyler County
- Alma
- Alvy
- Bens Run
- Blue
- Braden
- Centerville
- Cork
- Deep Valley
- Frew
- Friendly
- Lima
- Middlebourne
- Paden City
- Pursley
- Shirley
- Sistersville
- Tyler City
- Whiskey Run
- Wick
- Wilbur

Upshur County
- Adrian
- Buckhannon
- Darnell
- French Creek
- Frenchton
- Heavener
- Rock Cave

(N) Wayne County
- Ardel
- Armilda
- Buffalo Creek
- Centerville
- Kenova
- Lavalette
- Shoals
- Wayne

Wetzel County
- Anthem
- Archer
- Bane
- Big Run
- Brown
- Burton
- Coburn
- Deadfall
- Fairview
- Folsom
- Galmish
- Hastings
- Hickory Knob
- Hundred
- Jacksonburg
- Knob Fork
- Kodol
- Littleton
- New Martinsville
- Paden City
- Pine Grove
- Piney
- Pricetown
- Proctor
- Reader
- Round Bottom
- Smithfield
- Uniontown
- Upper Run
- Wileyville

Wirt County
- Elizabeth
- Mineral Wells
- Rockport

Wood County
- Dallison
- Davisville
- Deer Walk
- Homestead
- Johnson Run
- Leachtown
- McClure
- Merger
- Mineral Wells
- Murphytown
- Ogden
- Parkersburg
- Parrish
- Pettyville
- Summit
- Vienna
- Walker
- Washington
- Waverly
- Williamstown

Wyoming County
- Brenton
- Clear Fork
- Cyclone
- Fanrock
- Marianna
- Oceana
- Pineville
- Simon
- Stephenson
- Wolf Pen

Service is also available to rural customers located adjacent to the existing field lines of the Company if such service will not create an unsafe operating condition.

(N) Indicates new rates or regulations

INDEX OF NATURAL GAS PUBLIC UTILITIES SERVED

(C) Cardinal Natural Gas Company

Mountaineer Gas Company

(C) Indicates change in text of regulations

COMPREHENSIVE SCHEDULE OF RATES (SUBJECT TO APPLICABLE LOCAL TAX SURCHARGE)

	Rate Category	Unit	Base Rate	PREP Rate	Gas Cost Rate	Total Rate
	Residential ("RS")					
(I)	Customer Charge - Sales		$14.00		$9.92	$23.92
(I)	Commodity Charge - Sales	Mcf	$10.183	$1.456	$4.357	$15.996
	Customer Charge - Transport		$13.40			$13.40
(I)	Commodity Charge - Transport	Dt	$9.045	$1.294	$1.428	$11.767
	Small General Service ("SGS")					
	Customer Charge - Sales		$28.00			$28.00
(I)	Commodity Charge - Sales	Mcf	$7.858	$1.032	$6.045	$14.935
	Customer Charge - Transport		$26.80			$26.80
(I)	Commodity Charge - Transport	Dt	$6.980	$0.917	$1.428	$9.325
	Air Conditioning ("AC")					
(D)	Commodity Charge - Sales	Mcf	$1.740		$2.602	$4.342
	Large General Service ("LGS")					
(I)	Meter Charge - Sales		$242.08	$649.30		$891.38
(I)	Commodity Charge - Sales	Mcf	$4.002		$6.045	$10.047
	Meter Charge - Transport		$231.70	$621.46		$853.16
(I)	Commodity Charge - Transport	Dt	$3.555		$1.428	$4.983
	Wholesale ("WS")					
	Demand Charge - Sales	Mcf	$0.689			$0.689
(I)	Commodity Charge - Sales	Mcf	$3.391	$0.414	$5.786	$9.591
	Demand Charge - Transport	Dt	$0.640			$0.640
(I)	Commodity Charge - Transport	Dt	$3.147	$0.384	$1.428	$4.959
	Emergency Shelter ("ES")					
	Customer Charge - Sales		$14.00			$14.00
(I)	Commodity Charge - Sales	Mcf	$3.029		$3.590	$6.619
	Large Commercial & Industrial - Distribution ("LCI-D")					
(I)	Customer Charge - Sales		$4,350.41	$3,108.68		$7,459.09
	Demand Charge - Sales	Mcf	$0.304			$0.304
	Commodity Charge - Non-Gas Sales (First 41,357)	Mcf	$0.613			$0.613
	Commodity Charge - Non-Gas Sales (Next 165,429)	Mcf	$0.501			$0.501
	Commodity Charge - Non-Gas Sales (Over 206,787)	Mcf	$0.414			$0.414
(I)	Gas Commodity Charge - Interruptible	Mcf			$4.440	$4.440
(I)	Gas Commodity Charge - Firm	Mcf			$6.045	$6.045
(I)	Maximum Daily Volume (MDV)	Mcf			$9.832	$9.832
(I)	Customer Charge - Transport		$4,163.78	$2,975.38		$7,139.16
	Demand Charge - Transport	Dt	$0.270			$0.270
	Commodity Charge - Transport (First 44,211)	Dt	$0.545			$0.545
	Commodity Charge - Transport (Next 176,844)	Dt	$0.445			$0.445
	Commodity Charge - Transport (Over 221,055)	Dt	$0.367			$0.367
(I)	Maximum Daily Volume (MDV)	Dt			$8.748	$8.748
	Large Commercial & Industrial - Direct Service ("LCI-DS")					
(I)	Customer Charge - Sales		$1,369.67	$355.57		$1,725.24
	Demand Charge - Sales	Mcf	$0.019			$0.019
	Commodity Charge - Non-Gas Sales (First 41,357)	Mcf	$0.042			$0.042
	Commodity Charge - Non-Gas Sales (Next 165,429)	Mcf	$0.028			$0.028
	Commodity Charge - Non-Gas Sales (Over 206,787)	Mcf	$0.023			$0.023
(I)	Gas Commodity Charge - Interruptible	Mcf			$4.440	$4.440
(I)	Gas Commodity Charge - Firm	Mcf			$6.045	$6.045
(I)	Maximum Daily Volume (MDV)	Mcf			$9.832	$9.832
(I)	Customer Charge - Transport		$1,310.94	$340.32		$1,651.26
	Demand Charge - Transport	Dt	$0.017			$0.017
	Commodity Charge - Transport (First 44,211)	Dt	$0.037			$0.037
	Commodity Charge - Transport (Next 176,844)	Dt	$0.025			$0.025
	Commodity Charge - Transport (Over 221,055)	Dt	$0.020			$0.020
(I)	Maximum Daily Volume (MDV)	Dt			$8.748	$8.748
	Production Gathering & Aggregation Service ("PGAS")					
(I)	DGP Facilities - Gathering Rate	Dt	$0.500	$0.129		$0.629
(I)	Equitrans Facilities - Gathering Rate	Dt	$0.600	$0.129		$0.729
	Daily Balancing					
(I)	Transport Rate	Dt	$0.021		$0.171	$0.192

(D) Indicates a decrease in rates
(I) Indicates an increase in rates

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COMPREHENSIVE SCHEDULE OF RETENTION PERCENTAGES

(N) Description		Retention Percentage
Residential (“RS”)		
Transport – No Temperature Compensation	Dt	8.00%
Transport – With Temperature Compensation	Dt	5.50%
Small General Service (“SGS”)		
Transport – No Temperature Compensation	Dt	8.00%
Transport – With Temperature Compensation	Dt	5.50%
Large General Service (“LGS”)		
Transport – No Temperature Compensation	Dt	8.00%
Transport – With Temperature Compensation	Dt	5.50%
Wholesale (“WS”)		
Transport – No Temperature Compensation	Dt	8.00%
Transport – With Temperature Compensation	Dt	5.50%
Large Commercial & Industrial - Distribution (“LCI-D”)		
Transport	Dt	5.50%
Large Commercial & Industrial – Direct Service (“LCI-DS”)		
Transport	Dt	0.00%
Production Gathering & Aggregation Service (“PGAS”)		
DGP Facilities	Dt	15.00%
Equitrans Facilities	Dt	20.00%

(N) Indicates new rates or regulations

RULES AND REGULATIONS FOR DISTRIBUTION AND SALE OF NATURAL GAS

1. Terms and conditions of service set forth hereafter are supplementary to the Rules and Regulations for the Government of Gas Utilities and Gas Pipeline Safety (1996), of the Public Service Commission of West Virginia and all amendments thereto and modifications thereof, and all other requirements affecting such utilities which have been or may hereafter be prescribed by said Commission. Nothing in these supplementary rules and regulations shall be interpreted as divesting the Commission or any appropriate Court of any of the jurisdiction delegated to it by law.

2. Customers must make application to the Company before or at the time they commence the use of gas or they may be held responsible for any gas used at the premises since the date of the previous regular meter reading, the determination of such liability to be based on the facts and circumstances of the case.

3. Every customer who is about to vacate any premises supplied with service by the Company, or who for any reason wishes to have service discontinued, shall give at least three (3) working days' notice thereof to the Company, specifying the date on which it is desired that service be discontinued. Until the Company shall have such notice the customer shall be responsible for all service rendered.

4. The customer shall use all due care to prevent waste of gas. The responsibility for detection of defects and leaks in the customer's service line is upon the customer. In case of knowledge by the customer of failure or deficiency of gas, irregular supply, leakage, excessive pressure and other developments incident to handling gas under pressure, the customer shall give immediate notice thereof to the Company.

5. The Company shall not be liable in damages to the customer for any act, omission, or circumstances occasioned by or in consequence of any acts of God, strikes, or lockouts affecting the Company or its suppliers of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the Company and which by the exercise of due diligence the Company is unable to prevent or overcome.

6. Properly identified representatives of the Company, shall at all reasonable times, have access to meters, service connections and other property owned by the Company on the customer's premises for the purposes of maintenance and operation. Failure to provide such access shall be grounds for termination of service.

7. Whenever the supply of gas is turned off pursuant to Rule 4.7 or 4.8 of the Commission Rules and Regulations for the Government of Gas Utilities and Gas Pipeline Safety, the Company may make a charge for reconnection of service as set forth in paragraph 12 below.

RULES AND REGULATIONS FOR DISTRIBUTION AND SALE OF NATURAL GAS (Cont.)

8. In case an execution on a court judgment shall be issued or levied against the customer or in case the customer's premises or the personal property upon said premises shall be levied upon, under attachment or execution, or in case of assignment or bankruptcy of the customer, all unpaid accounts for gas previously delivered shall become forthwith due and payable. A security deposit may also be required.

9. Meters are generally read monthly. Bills are rendered on a cycle basis as nearly as practicable on the same day of each month for each customer. During months when a meter is not read, for whatever reason, consumption will be estimated based on factors such as the customer's usage history, number of days in the billing cycle, and the effects, if any, of abnormal weather conditions.

10. Bills for gas service, whether based on an actual meter reading or an estimate, are payable upon receipt and may be paid by the customer to one of the Company's collection agents during the regular office hours of such agent or by mailing payment to Hope Gas, Inc., P.O. Box 646049, Pittsburgh, Pennsylvania 15264-6049, or by the electronic payment options available through the Company's website at www.hopegas.com.

11. Service may be terminated without prior notice where the Company determines that a condition hazardous to life or property would exist. The utility shall make a reasonable effort, consistent with the preservation of life and property, to notify the parties involved prior to termination and inform them of the steps which must be taken to prevent termination of service or to have service restored.

    If service is terminated due to theft of service or tampering, the reconnection charge in paragraph 12 below shall apply. In addition, in instances where theft of service results in unmeasured gas being supplied to the customer, the Company may estimate the amount of gas consumed and bill the person responsible for its use. Failure to pay such estimated amount may result in termination of gas service for nonpayment of a delinquent account.

    In cases of theft of gas service, the Company reserves the right, in addition to the above remedies, to exercise, all other legal rights, including prosecution to the full extent of the law.

(C) 12. Whenever the Company is asked to re-read a meter and the original read is determined by the Company to be accurate, reconnect service, or initiate service in a new or different name at an existing location and a premise visit is required, a charge of thirty dollars($30.00) shall apply. At the reconnection of existing service or the installation of new service all connected gas appliances and piping will be inspected for proper installation and safe operation in accordance with the current versions of the National Fuel Gas Code, the International Fuel Gas Code, and the Federal Department of Transportation pipeline safety requirements.

(C) 13. Any time a customer questions the accuracy of a meter reading by the Company, the Company will verify the actual meter read at the premise.

(C) 14. A thirty dollar ($30.00) charge shall apply for any special meter read or if, at a customer's request, a meter is reread and the original reading is determined to be accurate; provided, however, that no charge shall apply when a meter reread is required in connection with a billing investigation related to unusual variations in a customer's bill. Also, no charge shall apply to reasonably suspected hazardous situations, including but not limited to those involving an unexplained odor of gas.

(C) Indicates change in text of regulations

RULES AND REGULATIONS FOR DISTRIBUTION AND SALE OF NATURAL GAS (Cont.)

15. The safety requirements and provisions adopted by the Company governing the installation and maintenance of customers' gas appliances, service lines, and piping are found in the current versions of the National Fuel Gas Code, the International Fuel Gas Code, and the Federal Department of Transportation pipeline safety requirements, copies of which are available for inspection at Company offices.

16. Where, in the opinion of the Company, daily requirements of LGS and LCI customers are significantly less than the capacity of the Company's service facilities, the Company, in its initial discretion, may adjust its measuring and regulating equipment or require the installation of a flow-limiting device between the Company's and the Customer's facilities to set the hourly rate of flow of natural gas equal to the customer's requirements to insure proper measurement, safety, and efficient operations.

17. If the Company receives a negotiable instrument from an applicant or a customer as payment of any bill, charge or deposit due, and if the payment instrument (including electronic payment) is subsequently dishonored or is uncollectible for any reason, the Company may charge the applicant or customer a processing fee of twenty-five dollars ($25.00) or the actual processing fee incurred by the Company, whichever is less.

18. Bills presented electronically by way of the eBill option available through the Company's website at www.hopegas.com will be considered rendered when e-mail notice of the posting of the electronic bill is transmitted to the Customer.

19. Human Needs customers are customers that rely on natural gas for basic human needs, including, but not limited to, residences, apartment buildings, hotels/motels, schools, correctional institutions, hospitals, and nursing homes.

(I) 20. Gas Cost Recovery Reconnection Charge – For customers who apply for service within eight (8) months following a previous discontinuance of service at the customer's request, a connection charge equal to the number of months elapsed after the discontinuance of service multiplied by the monthly pipeline fixed charge recovery rate of $9.92 shall apply.

21. Whenever a residential customer enters into a standard deferred payment agreement with the Company as set forth in Rule 4.8 of the Commission Rules and Regulations for the Government of Gas Utilities and Gas Pipeline Safety, the Company shall not include a service fee in the standard deferred payment agreement. A thirty dollar ($30.00) reconnect charge with a security deposit will be included for customers who have their gas service turned off and are then put on a payment plan.

(I) Indicates an increase in rates

ADDITIONAL RULES FOR CUSTOMERS ON HIGH PRESSURE MAIN OR FIELD LINES

(N) 1. Definition. Field Tap Service is natural gas service to retail customers where the Company's meter and appurtenant facilities are connected to a (i) production, gathering, or transmission pipeline owned by a third party, or (ii) gathering pipeline owned by the Company which are not distribution facilities.

(N) 2. Duty Respecting the Quality and Quantity of Gas. The Company has no control over the quality and quantity of the natural gas to be delivered to a Field Tap Customer's premises and makes absolutely no warranty, express or implied, that the natural gas made available to Customer is of pipeline quality or suitable for the purposes desired by Customer; provided, that if the gas delivered to Customer's meter has insufficient natural or artificial odor, the Company will install, operate and maintain an odorizing device at the meter set assembly if necessary to meet federal and state standards.

(N) 3. Gas Not of Pipeline Quality. The gas delivered to a Field Tap Customer's premises may not be of a heating value or other quality considered within the standards set forth in interstate pipelines' FERC gas tariffs for pipeline quality gas. The Company has no duty to deliver gas of pipeline quality to a Field Tap Customer's premises and shall have no liability resulting from Customer's use of gas not of pipeline quality including but not limited to (a) service interruptions and the consequences thereof and (b) the malperformance of or extraordinary wear and tear on gas appliances and the consequences thereof.

(C) 4. The place of delivery of the gas is at the outlet of the customer's tap valve installed by the Company on its pipeline. The customer will furnish and install the necessary service line to transport the gas from the Company's main to the point of consumption, and will furnish and maintain in good working order the necessary regulators and safety appliances (including dryer when required by the Company), with the exception of the service regulator which shall be furnished and maintained by the Company.

The gas pressure in the Company's pipeline varies from time to time, even to the extent of the sudden and entire failure of gas and the subsequent return of the supply at uncertain hours of the day and night. Therefore, in the regular operation of its lines for the delivery of gas to cities and towns where low pressure systems are maintained, the Company cannot give notice to scattered customers in the rural districts of these changes in the supply and pressure. The customer assumes responsibility to shut off all gas fires when there is no one at the residence to look after them and assumes the responsibility of attending to gas-burning appliances at all times and under all conditions; the customer also assumes all risks from variations in pressure caused by the use and operation of Company compressors; from defects in pipe connections and appliances; from the escape and leakage of gas; from the sticking of valves and regulators and from any and all causes incident to the handling and burning of gas on said premises not due to negligence on the part of the Company.

The meter furnished by the Company will be attached to the customer's service line at the outlet of the regulator or regulators. In the case of rural meter installations, when the distance between the Company's main and nearest point of consumption is more than 150 feet, the meter shall be located as near the Company's main as may be practical. This shall apply whether or not all or part of the service line shall have been constructed by either the customer or the Company.

The Company by its proper representative shall have access to the meter and regulator or regulators and appliances at all times for the purpose of reading the meter and making such inspections as it reasonably can, to ascertain if the meter, regulators and appliances are in proper working condition. Failure to provide such access shall be grounds for termination of service.

(N) Indicates new text or regulations
(C) Indicates change in text of regulations

ADDITIONAL RULES FOR CUSTOMERS ON HIGH PRESSURE MAIN OR FIELD LINES (Cont.)

(C) The customer shall not interfere with or attempt to adjust in any manner, said regulators or meters. If for any reason additional pressure is necessary, arrangements for the same may be made with the Company.

(C)5. The lines from which gas is supplied in rural districts by the Company are not intended and cannot be maintained solely for service to scattered customers in rural districts and the Company may, when authorized by the Commission, cease to furnish gas to such customers. The Company shall not be liable for any deficiency in the supply caused by the use of compressor stations, breakage of lines, or other causes, or for any claim for damages arising from any activity under the provisions of this paragraph, not due to negligence on the part of the Company.

(C)6. Meter service is based upon a meter gauge pressure not exceeding eight (8) ounces. If gas is supplied at a higher gauge pressure, the meter measurements will be corrected in accordance with the Company's standard gas measurement practice.

(C) Indicates change in text of regulations

(N) THIRD-PARTY USE OF HOPE LINES TO FACILITATE THIRD-PARTY FREE-GAS OBLIGATIONS
(NON-PUBLIC UTILITY SERVICE)

A. Applicability. This section applies to situations involving the use of Hope-owned pipelines of whatever type or classification that are used to facilitate the receipt and re-delivery of natural gas to a free-gas user on behalf of a producer or other third party ("Free-Gas Obligor") who has the obligation to deliver free-gas to that free-gas user, pursuant to the terms of a contract or other document between the Free-Gas Obligor and the free-gas user, or their predecessors in interest ("Free-Gas Obligation").

B. Fee for Use of Hope Pipelines. Hope shall invoice each Free-Gas Obligor on a monthly basis the Eastern Gas, South Basis Index (formerly known as Dominion South Point Index) per dekatherm for each dekatherm of gas delivered by Hope to such Free-Gas Obligor's free-gas users subject to the description in above Section A ("Fee"). For the avoidance of doubt, the foregoing Fee, while based on a gas price index, is not consideration paid to Hope for the purchase of gas from Hope or to compensate Hope for gas delivered to a free-gas user. The obligation to provide gas supply to Hope for re-delivery to a free-gas user remains with the Free-Gas Obligor as set forth in below Section D.

C. Measurement of Gas Deliveries to Free-Gas Users. Hope's invoice to each Free-Gas Obligor shall be based on the actual measurement of gas to each Free-Gas Obligor's free-gas users based on measurement equipment for each free-gas user. If the actual measurement is not known by the date of invoicing to the Free-Gas Obligor, invoicing may be prepared based on Hope's estimate of quantities delivered to a free-gas user(s). If the Free-Gas Obligor does not provide measurement information for monthly deliveries to its free-gas user(s), Hope will base the estimate on the free-gas user(s) highest usage for the month. In the absence of measurement equipment, Hope may estimate the quantities of gas delivered to a free-gas user(s). Hope shall not be required to rely upon unreliable measurement equipment or processes for the measurement of gas deliveries to a free-gas user(s).

D. Source of Gas and Limitations. Hope shall not be obligated or required to provide a source of gas to serve a free-gas user(s) and Free-Gas Obligor's obligations to a free-gas user(s) shall not be expanded as a result of this tariff provision. Hope's re-delivery of Free-Gas Obligor's gas to its free-gas user(s) is subject to the "Additional Rules for Customers on High Pressure Main or Field Lines" section as set forth on Tariff Sheet Nos. 11 and 12. Each Free-Gas Obligor shall indemnify and hold Hope harmless with respect to such Free-Gas Obligor's obligations to its free-gas user(s).

E. Servicing Free-Gas Users. As of 30 days after February 25, 2026, Hope shall have no responsibility or obligation to provide any services or compliance-related obligations to a free-gas user(s) other than use of the Hope-owned pipelines as contemplated by the entirety of this tariff provision; except to the extent Hope and Free-Gas Obligor mutually agree to the other arrangements for the provision of such services.

F. Non-Jurisdiction and Reservations. The Commission has routinely held that it does not have jurisdiction over Free-Gas Obligations and gas delivered to a Free-Gas Obligor's free-gas users is not the provision of Commission-regulated public utility service by Hope or the Free-Gas Obligor. The scenario described in this section does not create a public service obligation on Hope or a Free-Gas Obligor to provide gas service to free-gas users. This section only specifies the appropriate charges for the use of Hope's pipelines described herein to compensate Hope and its other gas utility customers by the Free-Gas Obligor(s) for the use of Hope's pipeline as described herein. The use of pipelines to facilitate Free-Gas Obligations alone shall not require Hope to continue to own and operate any pipeline or prohibit Hope from abandoning, disposing of, selling, conveying, or transferring such pipelines. At any time, a Free-Gas Obligor may make other arrangements for the delivery of gas to its free-gas user(s) that do not involve the use of Hope-owned pipelines, in which case the Free-Gas Obligor shall also notify Hope as to the new arrangement such that the subject free-gas user(s) can be disconnected from the Hope owned-pipeline; provided, any change in a Free-Gas Obligor's provision of gas to a free-gas user(s) shall not involve Hope and shall be a matter solely between that Free-Gas Obligor and its free-gas user(s).

(N) Indicates new rates or regulations

CLASSIFICATION OF CUSTOMERS AND APPLICABILITY OF RATE SCHEDULES

RESIDENTIAL SERVICE (RS) CUSTOMERS
All retail customers using gas primarily for household purposes in a private dwelling, mobile home, apartment house, or the like are classified as Residential Service Customers, provided each single dwelling unit is separately metered or occupied by a family relative; and service to them shall be available under Rate Schedule RS.

(C) SMALL GENERAL SERVICE (SGS) CUSTOMERS
All residential customers where each single dwelling unit, including rental units, is not separately metered, and all commercial customers which used less than or equal to 10,000 Mcf of gas during the preceding twelve-month period ending October 31 are classified as Small General Service Customers; and service to them shall be available under Rate Schedule SGS. Commercial customers are customers using gas in establishments of a commercial or service nature including schools and hospitals.

(C) LARGE GENERAL SERVICE (LGS) CUSTOMERS
All commercial customers which used more than 10,000 Mcf, but less than or equal to 60,000 Mcf during the twelve-month period ending October 31, are classified as Large General Service Customers; and service to them shall be available under Rate Schedule LGS. Commercial customers are customers using gas in establishments of a commercial or service nature including schools and hospitals.

(C) LARGE COMMERCIAL AND INDUSTRIAL (LCI) CUSTOMERS
All customers which use more than 60,000 Mcf during the twelve-month period ending October 31, are classified as Large Commercial and Industrial Customers; and service to them shall be available under Rate Schedule LCI.

(C) WHOLESALE (WS) CUSTOMERS
All persons, firms, or corporations which sell gas in West Virginia as natural gas public utilities and are, or may hereafter be, listed on Tariff Sheet No. 5 of this Tariff shall be classified as Wholesale Customers and service to them shall be available under the Rate Schedule WS.

EMERGENCY SHELTER PROVIDER (ES) CUSTOMERS
Any nonprofit entity which provides emergency housing and services to the homeless or to victims of domestic violence or other abuse.

(C) INITIAL CLASSIFICATION
All existing customers shall be classified according to Tariff Sheet No. 14. All new applicants for service which do not have at least twelve consecutive months of service history with the Company shall be classified as the Company may determine, based upon the Company's knowledge of or experience with other like or similar customers.

(C) Indicates change in text of regulations

CLASSIFICATION OF CUSTOMERS AND APPLICABILITY OF RATE SCHEDULES (Cont.)

RECLASSIFICATION

It shall be the obligation of the Company to notify as soon as reasonably practicable any customer whose consumption history in any given twelve-consecutive-month period ending October 31 does not justify its current classification. In such an event, such customer shall be reclassified to the appropriate classification by the Company, effective the beginning of the next Contract Year in the case of LCI customers, and effective as soon as operations permit in the case of RS, SGS, and LGS customers; provided, however, in no event shall any customer change classification unless service has been taken for at least the most recent twelve consecutive months under its current classification.

CUSTOMER GROUPS

Service under this tariff is provided on an individual service location basis and charges are billable in that manner. Customers with multiple and/or widespread service locations who join together through associations, common agency relationships, or any other manner shall nonetheless be viewed as individual customers. In the Company's discretion, such customers may be battery/group billed, as a convenience to the customers.

NATURAL GAS SUPPLY

(C) CHARACTER OF SERVICE

Sales service to all non-LCI customers is firm and continuous. The character of sales service to LCI customers and all transportation service depends upon the type of service for which the customer has contracted. To the extent a customer elects less than one hundred percent (100%) firm service, priority of service is subordinate to that of any firm customer. All service is subject to the Natural Gas Supply Obligation and Management sections below.

NATURAL GAS SUPPLY OBLIGATION

The Company has a primary public service obligation to maintain a reasonably adequate natural gas supply for those customers who purchase firm sales service.

The Company does not guarantee or undertake, beyond the exercise of due diligence and its duty as a utility, to furnish a sufficient supply of gas at all times, and shall not be liable for failure to do so beyond its available supply; nor shall it be liable for any injury to person or property from any cause arising at a point beyond the interconnection of the Company's facilities with the customer's service line which is not the result of the negligence of the Company; nor shall it be liable for any injury to person or property arising from use of gas by, or the supply of gas to, the customer which is not the result of negligence on the part of the Company.

NATURAL GAS SUPPLY MANAGEMENT

Natural gas supplies shall be delivered to customers consistent with their character of service and the Company's natural gas supply obligation. At the initial discretion of the Company, customers' usage of natural gas may be restricted, wholly (i.e., interrupted) or in part (i.e., curtailed). Times when this may occur include, but are not limited to, periods when the Company is attempting to balance available supplies with customer demand or attempting to avoid exceeding the contractual peak or periodic throughput level it has with its pipeline suppliers; and when rendering service would be detrimental to the operation of its system. During times when usage of natural gas does not need to be restricted, interruptible sales and transport customers may receive gas supplies to balance their requirements pursuant to this tariff and their agreements with the Company.

BALANCING SUPPLY WITH DEMAND

Whenever in the Company's judgment it is necessary to protect supplies and deliverabilities, or supplies are insufficient to enable the Company to deliver a full supply of gas to firm service customers, gas available shall be allocated among customers, including customers served by Wholesale Customers, so as to fulfill their total requirements proportionately in each of the following categories and subcategories, seriatim:

1. Residential and small commercial (less than 50 Mcf on a peak day) customers.

2. a. Requirements for plant protection for firm large commercial and industrial customers;

   b. Firm large commercial requirements (50 Mcf or more on a peak day) other than the plant protection requirements included in category 2.a. above;

   c. Firm small industrial requirements (up to an average of 300 Mcf per day during any calendar month) other than the plant protection requirements included in category 2.a. above; and

(C) Indicates change in text of regulations

NATURAL GAS SUPPLY (Cont.)

d. Firm industrial requirements for feedstock and process needs not included in categories 2.a. or 2.c. above.

3. All other firm industrial requirements not specified in categories 2, 4, or 5.

4. Firm industrial requirements for boiler fuel use at less than 3,000 Mcf per day, but more than 1,500 Mcf per day, where alternate fuel capabilities cannot meet such requirements.

5. Firm industrial requirements for large volume (3,000 Mcf or more per day) boiler fuel use where alternate fuel capabilities can meet such requirements.

Any specific plan of curtailment shall also be effected in accordance with the following general rules:

1. During periods when it is necessary for the Company to order a percentage curtailment in a category or categories of usage, some customers may wish to take less than their allocated percentage of gas during some parts of such periods in order to take more gas during other parts of such periods. The Company will grant requests for such variances to the extent that in its judgment it is feasible to do so.

2. Industrial and Wholesale Customers shall promptly take whatever actions may be necessary in the implementation of a curtailment program hereunder, and furnish such data as the Company may request for the implementation of any program hereunder. In the event of noncompliance with this subsection, all usage of gas by such non-complying customers shall be deemed to be interruptible.

(C) RESTRICTIONS ON GAS USAGE

Customers receiving transportation service are expected to match their consumption with the level of supplies being received by the Company for their account. Upon such notice as is reasonable under the circumstances (orally, in writing, or electronically), to any transportation or interruptible sales customer that it needs to restrict its gas usage, the customer must curtail its consumption as requested by the Company. Customers failing to voluntarily reduce their usage will be subject to the applicable overrun provisions of this tariff and/or possibly to having their service forcibly curtailed or interrupted.

During the periods of restricted gas use, customers will be entitled to receive the level of their flowing supplies. In addition, customers who are paying for standby service and require additional supplies may ask the Company to acquire such supplies up to the level of their standby service. The Company will then use its best efforts to acquire the requested supplies at market prices. Available supplies shall be allocated as follows:

1. All firm requirements, including Maximum Daily Volume (MDV) amounts shall be met.

(C) Indicates change in text of regulations

NATURAL GAS SUPPLY (Cont.)

2. If additional supply remains, each customer which has nominated and paid for MDV service shall be entitled to an amount of such remaining supply equal to that customer's MDV level. If the available supply is less than the total combined MDV level of Hope Gas Inc.'s customers, the available supply shall be allocated pro rata, based upon each customer's MDV.

3. After the initial allocation of additional supply to customers in categories 1 and 2, any remaining supply shall be allocated pro rata to customers with interruptible requirements, based upon their nominations for the day immediately preceding the period of usage restriction.

4. In no event will any customer receive allocated daily supply which exceeds the customer's daily requirements.

FORCE MAJEURE CURTAILMENT

The Company may discontinue or curtail deliveries of gas at any time if required in its judgment by weather or the necessity for repairs, operating changes, or other force majeure as hereinafter defined, upon such notice as is reasonable under the circumstances. The term "force majeure" as used herein shall mean acts of God, strikes or other industrial disturbances, lockouts or other labor disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints by governments and people, civil disturbances, explosions, breakage of or accidents to machinery or lines of pipe, the necessity for making repairs to or the alteration of machinery or lines of pipe, freezing of wells or lines of pipe, partial or entire failure of such wells and any other causes, whether of the kind enumerated herein or otherwise, not within the control of the party having the difficulty.

LOCAL TAX SURCHARGE

When any municipal corporation or other tax levying corporation or political subdivision of the State imposes any license tax, excise tax, privilege tax, use tax, franchise fee or tax, or other tax, fee or service charge based upon the volumes of gas sold or revenues received by this Company within the territorial limits of such corporation or other political subdivision, or based upon the number of meters or other utility property units owned or used by this Company within such territorial limits, such taxes, exactions, or fees shall, insofar as practicable, be billed as a "surcharge" to the customers receiving service within such territorial limits, together with compensation for the additional State gross receipts tax resulting therefrom.

Whenever a change occurs in the imposition or rate of any such tax, exaction, or fee, the Company shall file a revision of the appropriate tariff sheet(s) with the Commission as soon as practicable after the Company has been notified that such new or changed rates will be applied.

The monthly bills of customers receiving service in the following municipalities or political subdivisions shall include a surcharge based on the following effective surcharge rates:

Local Tax Surcharge Rate

	Local Tax Rate		Local Tax Surcharge Rate		Exemptions
Municipality	B&O	Excise	B&O*	Excise	
Barboursville	2.000	2.000	2.134	2.000	a, b, c, d, e
Barrackville	3.000	2.000	3.236	2.000	b, c, d, e
Belmont		2.000		2.000	b, c, d, e
Bridgeport	3.000	2.000	3.236	2.000	a, b, c, d, e
Burnsville	3.000		3.236		
Clarksburg	3.000	2.000	3.236	2.000	a, b, c, d, e
Danville	2.000	2.000	2.130	2.000	a, c, e
Fairmont	3.000	2.000	3.236	2.000	a, b, c, d, e
Fairview	3.000	2.000	3.236	2.000	
Friendly		2.000		2.000	
Farmington	1.500	(N) 2.000	1.592	(N) 2.000	(N) b, c, e, d
Flatwoods	3.000		3.236		
Gassaway	3.000	2.000	3.236	2.000	a, b, c, d, e
Glenville		2.000		2.000	
Grafton	3.000		3.236		
Grant Town	3.000	2.000	3.236	2.000	a, b, c, d, e
Granville	3.000	2.000	3.236	2.000	a, b, c, d, e
Handley	3.000	2.000	3.236	2.000	
Hundred		2.000		2.000	
Jane Lew		2.000		2.000	e
Logan	3.000	2.000	3.236	2.000	
Lost Creek	3.000		3.236		
Madison	2.140	2.000	2.280	2.000	a, c, e
Man	3.000		3.236		

(N) Indicates new rates or regulations

LOCAL TAX SURCHARGE (Cont.)

Local Tax Surcharge Rate

	Local Tax Rate		Local Tax Surcharge Rate		Exemptions
Municipality	B&O	Excise	B&O*	Excise	
Mannington	2.100	2.000	2.243	2.000	(N) b, c, d, e
(N) Mason	3.000	2.000	3.236	2.000	a, b, c, d, e
(N) Milton	2.000	2.000	2.134	2.000	a, b, c, d, e
Monongah	3.000	2.000	3.236	2.000	
(N) Montgomery	3.000	2.000	3.236	2.000	c, e
Morgantown	3.000	2.000	3.236	2.000	(N) b, d, e
Nutter Fort	3.000	2.000	3.236	2.000	(N) a, b, c, d, e
Paden City	2.500	2.000	2.682	2.000	(N) b, c, d, e
Pine Grove		2.000		2.000	
Pleasant Valley		2.000		2.000	(N) b, c, d, e
(N) Pratt	3.000	2.000	3.236	2.000	a, b, c, d, e
(N) Pullman	2.000		2.134		
Richwood	3.000	2.000	3.236	2.000	
Rivesville	2.000	2.000	2.134	2.000	
Salem	3.000	2.000	3.236	2.000	
Sistersville	3.000		3.236		
(N) Shinnston	3.000	2.000	3.236	2.000	a, b, c, d, e
Smithfield		2.000		2.000	
(N) Spencer	3.000	2.000	3.236	2.000	e
Star City	2.700	2.000	2.903	2.000	(N) a, b, d, e
Stonewood	3.000		3.236		
St. Marys	3.000	2.000	3.236	2.000	(N) e
Summersville	1.950	2.000	2.080	2.000	(N) b, c, d, e
Sutton	3.000	2.000	3.236	2.000	
Vienna	0.750	2.000	0.790	2.000	(N) a, b, c, d, e
(N) Wayne		2.000		2.000	
West Milford	2.250		2.407		
(N) West Union		2.000		2.000	
Weston	3.000	2.000	3.236	2.000	(N) b, c, d, e, f
Westover	3.000	2.000	3.236	2.000	a, b, d, e
Whitesville	1.800	2.000	1.917	2.000	(N) a, c, e
White Hall		2.000		2.000	(N) d, e
Williamstown	2.000	2.000	2.134	2.000	b, c, d, e
Worthington		2.000		2.000	

* Computed as follows: $\frac{\text{Local Tax Rate}}{1 - (\text{Local Tax Rate} + \text{WV State Tax Rate})}$

a) Applies to maximum of $20,000 per month/customer
b) Does not apply to purchases for resale
c) Does not apply to purchases by government entities
d) Does not apply to nonrecurring charges
e) Does not apply to purchases of tangible personal property such as appliances
f) Applies to maximum of $15,000 per month/customer

(N) Indicates new rates or regulations

BUDGET PAYMENT PLAN

APPLICABILITY

(C) Residential customers may elect to pay their bills under the Company's Budget Payment Plan. Customers electing to enroll in the Company's Budget Plan may do so in any month that a customer elects. The monthly budget amount will be calculated using twelve (12) months of actual usage history at the premise or estimated usage. Customers in arrears in payments for gas service are not qualified to participate in the Budget Payment Plan, unless permitted to do so by the Company. In addition, the Company may remove from the Budget Payment Plan any customer who fails to make two or more budget payments in any twelve (12) month billing period.

(C) Monthly budget amounts will be reviewed no later than every third month (3rd) and may be reviewed monthly and adjusted by the Company to recognize known changes, although the monthly budget amount will remain in effect for a minimum of two (2) months. Examples of known changes include changes in a customer's consumption pattern, approved changes in rates or the effects of abnormal weather conditions. If a customer's budget account has resulted in an overpayment or underpayment, upon the third(3rd)-month review, the credit or debit position will be included in the budget calculation so as to spread the credit or debit balance forward for twelve (12) months into the coming budget year.

(C) A customer who requests the Budget Payment Plan will be placed on the Plan on the next billing cycle. The customer may terminate participation in the Plan at any time by giving notice to the Company, and the customer may be removed from the Plan by the Company for nonpayment, as hereinafter provided.

If the account of a customer who terminates participation in the Plan is in a credit position, i.e., the value of the gas used from the start of the budget year to the current billing period is less than the total of all budget payments made during the same period, such credit amount at the customer's direction will be refunded by draft or be applied to future gas bills. If the account of a customer who terminates his participation in the Plan is in a debit position, i.e., the value of the gas used from the start of the budget year to the current billing period exceeds the total of all budget payments made during the same period, the customer may pay the arrearage with the next payment or in installments mutually agreed upon and consistent with the Commission GAS RULES regarding deferred payment plans.

(C) Indicates a change in text of regulations

RATE SCHEDULE
RESIDENTIAL SERVICE ("RS")

APPLICABILITY

The rates in this schedule are available to Residential Service Customers, as defined on Tariff Sheet No. 14, throughout the territory reflected in the "Index to Communities Served" in Tariff Sheet Nos. 1 through 4.

RATE

(I) Customer Charge: $23.92 per month.
(I) Commodity Charge: $15.996 per Mcf

(I) Note: The above customer charge includes $14.00 in base rates and $9.92 in pipeline fixed gas costs. The above commodity rate includes $10.183 in total base rates, $1.456 in PREP rates, and $4.357 in gas costs.

OTHER CHARGES

Charges under this schedule are subject to the PREP rate as set forth on Tariff Sheet No. 69.

SURCHARGES

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

OTHER PROVISIONS

A. Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10, and all other applicable provisions of this Tariff.

B. Special rates are available to customers served under this rate schedule in accordance with the provisions of Rate Schedules SRRRS and AC.

LOW-INCOME DISCOUNT PILOT PROGRAM

All current RS customers not to exceed two thousand and five hundred (2,500) customers, who meet the following requirements qualify for a twenty-five percent (25%) monthly bill discount: (i) are defined as a residential heat customer, (ii) meet the Poverty Low Income Guidelines up to two hundred percent (200%), (iii) have one or more missed payments with a past due balance, and (iv) have applied for all eligible energy assistance.

(I) Indicates an increase in rates

RATE SCHEDULE
SPECIAL REDUCED RATE RESIDENTIAL SERVICE ("SRRRS")

APPLICABILITY

All current RS customers and prospective RS customers who present to the Company satisfactory proof of eligibility to (a) Social Security Supplemental Security Income (SSI), (b) Aid to Families With Dependent Children (AFDC), (c) Aid to Families With Dependent Children - Unemployed (AFDC-U), or (d) food stamps, if such food stamp recipients are sixty (60) years of age or older, are entitled to Special Reduced Rate Residential Service (SRRRS); and service to them shall be available under Rate Schedule RS, less a credit of twenty percent (20%) each month for the billing months of December, January, February, March, and April of each year. This discount applies to all rates and charges billable under the RS rate schedule, including those originating from other applicable provisions of this tariff. Pursuant to West Virginia Code §9-9-18, all references in this tariff section to AFDC and AFDC-U shall be understood to include the temporary assistance for needy families (TANF) program.

Any person desiring to qualify under Rate Schedule SRRRS shall present at the Company's local office an application completed in accordance with rules adopted by the West Virginia Department of Health and Human Services pursuant to West Virginia Code §24-2A-1(b). Provided, if an SSI, AFDC, AFDC-U, or food stamp recipient is living in a household which is served under the name of a person who is not on SSI, AFDC, AFDC-U, or food stamp recipient, that service may not be changed subsequent to March 12, 1983, to the name of the SSI, AFDC, AFDC-U, or food stamp recipient in order to qualify under Rate Schedule SRRRS. After any period (including a period during which Rate Schedule SRRRS is not in effect) during which a customer does not receive service under Rate Schedule SRRRS, that customer must reapply in order to receive service under such Rate Schedule.

In determining whether an applicant is eligible under Rate Schedule SRRRS, the Company is entitled to rely on the information which is provided to it directly or indirectly by the West Virginia Department of Health and Human Services.

The rates in this schedule are available to Residential Service Customers, as defined on Tariff Sheet No. 14, throughout the territory reflected in the "Index of Communities Served" in Tariff Sheet Nos. 1 through 4.

RATE

(I) Customer Charge: $19.14 per month.
(I) Commodity Charge: $12.797 per Mcf

(I) Note: The above customer charge includes $11.20 in base rates and $7.94 in pipeline fixed gas costs. The above commodity rate includes $8.146 in total base rates, $1.165 in PREP rates, and $3.486 in gas costs.

OTHER CHARGES

Charges under this schedule are subject to the PREP rate as set forth on Tariff Sheet No. 69.

SURCHARGES

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

OTHER PROVISIONS

Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10, and all other applicable provisions of this Tariff.

(I) Indicates an increase in rates

RATE SCHEDULE
SMALL GENERAL SERVICE ('SGS")

APPLICABILITY

The rates in this schedule are available to those customers defined as Small General Service Customers on Tariff Sheet No. 14, throughout the territory reflected in the "Index of Communities Served" in Tariff Sheet Nos. 1 through 4.

RATE

	Customer Charge:	$28.00 per month.
(I)	Commodity Charge:	$14.935 per Mcf

(I) Note: The above commodity rate includes $7.858 in total base rates, $1.032 in PREP rates, and $6.045 in total gas costs.

OTHER CHARGES

Charges under this schedule are subject to the PREP rate as set forth on Tariff Sheet No. 69.

SURCHARGES

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

OTHER PROVISIONS

A. Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10 and all other applicable provisions of this Tariff.

B. Special rates are available to customers served under this rate schedule in accordance with the provisions of Rate Schedule AC.

(I) Indicates an increase in rates

RATE SCHEDULE
LARGE GENERAL SERVICE ('LGS")

APPLICABILITY

The rates in this schedule are available to those customers defined as Large General Service Customers on Tariff Sheet No. 14, throughout the territory reflected in the "Index of Communities Served" in Tariff Sheet Nos. 1 through 4.

RATE

(I) Meter Charge: $891.38 per meter per month
(I) Commodity Charge: $10.047 per Mcf

(I) Note: The above meter charge includes $242.08 in base rates and $649.30 in PREP rates. The above commodity charge includes $4.002 in total base rates and $6.045 in total gas costs.

OTHER CHARGES

Charges under this schedule are subject to the PREP rate as set forth on Tariff Sheet No. 69.

SURCHARGES

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

OTHER PROVISIONS

A. Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10, and all other applicable provisions of this Tariff.

B. Special rates are available to customers served under this rate schedule in accordance with the provisions of Rate Schedule AC.

(I) Indicates an increase in rates

RATE SCHEDULE
AIR CONDITIONING SERVICE ("AC")

APPLICABILITY

The rates in this schedule are available to customers receiving service under the RS, SGS, LGS, and ES Rate Schedules for gas used for air conditioning purposes during the five (5) billing months falling most nearly within the period May 1 - September 30, inclusive, of each year. Service under this schedule is only available to customers served under this schedule before July 28, 2021 at the premise at which they have received such service.

RATE

(D) Commodity Charge: $4.342 per Mcf.

(D) Note: The above rate includes $1.740 in total base rates and $2.602 in total gas costs.

OTHER CHARGES

Charges under this schedule are subject to the PREP rate as set forth on Tariff Sheet No. 69.

SURCHARGES

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RULES AND REGULATIONS

All gas consumed and not billable pursuant to this schedule shall be billed in accordance with the provisions of Rate Schedules RS, SGS, LGS, or ES as applicable. Gas sold under this schedule shall be determined and billed as follows: for all RS customers and those SGS and ES customers using no more than 400 Mcf annually, all consumption over 3.5 Mcf per month; and for SGS, LGS, and ES customers using more than 400 Mcf per year, non-air conditioning load will be estimated based on the number and type of appliances and any other relevant factors.

Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10, and all other applicable provisions of this Tariff.

(D) Indicates a decrease in rates

RATE SCHEDULE
WHOLESALE SERVICE ('WS")

APPLICABILITY
The rates in this schedule are available to Natural Gas Public Utility Wholesale Customers as defined on Tariff Sheet No. 14 and as listed on Tariff Sheet No. 5.

RATE

	Demand Charge:	$0.689 per Mcf of Monthly Billing Units
(I)	Commodity Charge:	$9.591 per Mcf

(I) Note: The above rate includes $3.391 in total base rates, $0.414 in PREP rates, and $5.786 in total gas costs.

DEMAND CHARGE
There shall be a charge applied to the customer's Monthly Billing Units (defined in the section below entitled "Determination of Monthly Billing Units").

OTHER CHARGES
Charges under this schedule are subject to the PREP rate as set forth on Tariff Sheet No. 69.

MINIMUM CHARGE
The Demand Charge shall be the minimum monthly bill.

DETERMINATION OF MONTHLY BILLING UNITS
The amounts for, and units associated with Monthly Billing Units shall cover a one-year (1) period (Contract Year). The Contract Year shall extend from January 1 to December 31. The Demand Units for a Contract Year for each customer shall be its total throughput in Mcfs during the twelve-month (12) period ended two (2) months prior to the next Contract Year (Base Period); provided, the Company may estimate Demand Units for new customers and customers which were not customers during the entire Base Period prior to the beginning of the next Contract Year. The Monthly Billing Units for each customer shall be one-twelfth ($1/12^{th}$) of its Demand Units. At the request of any WS customer during a Contract Year, the Company may make appropriate adjustment in such customer's Monthly Billing Units during such time as that customer, due entirely to alterations in operating conditions or circumstances (other than switching to an alternate fuel or supplier), experiences a significant alteration in its use of Company delivered natural gas. The Company shall not unreasonably refuse to grant any such request; provided that the Company shall not be required to make any such adjustment to Monthly Billing Units if such adjustment would reduce total WS Demand Units below those upon which the then-effective Demand Charge is based.

(I) Indicates an increase in rates

(C) RATE SCHEDULE
WHOLESALE SERVICE ("WS") (Cont.)

In the event a customer experiences a complete cessation of natural gas requirements by reason of bona fide force majeure, upon such customer giving notice and full particulars of such force majeure in writing or by facsimile to the Company within three (3) days after the commencement of the occurrence of the cause relied upon, the obligation of the customer to pay all or a pro rata portion of the Billing Demand Charge shall be suspended during the continuance of any cessation of production so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch; provided, that the charges so suspended in any billing month shall be equal to the number of days the suspension in effect bears to the total number of days in the billing month.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, freeze-ups, washouts, arrests, priority limitation or restraining orders of any kind of the government of the United States or the State of West Virginia or of any civil or military authorities, civil disturbances, or explosions, but shall not mean maintenance or repairs or economic or business conditions.

DEMAND CHARGE

The Company will make an annual recalculation of the Demand Charge. The recalculation will be made by dividing the cost-of-service level approved for the Demand Charge in the Company's most recent base rate proceeding by the total throughput for the WS class during the twelve (12) month period ended two (2) months prior to the beginning of the new Contract Year, adjusted as appropriate for known and measurable changes such as incremental load. Not less than thirty (30) days prior to the beginning of the new Contract Year, the Company will notify its WS customers of the new Demand Charge and the new Monthly Billing Units. Any rate change resulting from the application of this paragraph must be filed for Commission approval.

(C) SURCHARGES

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(C) RULES AND REGULATIONS

Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10 and all other applicable provisions of this Tariff.

(C) Indicates change in text of regulations

RATE SCHEDULE
EMERGENCY SHELTER SERVICE ("ES")

APPLICABILITY

The rates in this schedule are available to any customers defined as Emergency Shelter Provider Customers on Tariff Sheet No. 14, throughout the territory reflected in the "Index of Communities Served" in Tariff Sheet Nos. 1 through 4.

RATE

Customer Charge: $14.00 per month.

(I) Commodity Charge: $6.619 per Mcf

(I) Note: The above commodity rate includes $3.029 in total base rates and $3.590 in total gas costs.

SURCHARGES

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

OTHER PROVISIONS

A. Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10, and all other applicable provisions of this Tariff.

B. Special rates are available to customers served under this rate schedule in accordance with the provisions of Rate Schedule AC.

(I) Indicates an increase in rates

RATE SCHEDULE
LARGE COMMERCIAL AND INDUSTRIAL SERVICE ("LCI")

APPLICABILITY

The rates in this schedule are available to those customers defined as large commercial and industrial customers on Tariff Sheet No. 14 throughout the territory reflected in the "Index of Communities Served" on Tariff Sheet Nos. 1 through 4. The applicable rates shall depend upon whether the facilities used by the Company to serve the customer are dedicated and specifically identifiable. Such facilities must be used to directly and exclusively provide natural gas service to a single LCI customer (Direct Service). LCI customers receiving Direct Service ("LCI-DS") from such facilities shall receive service at the LCI-DS rates. LCI Distribution ("LCI-D") rates shall apply to all LCI customers that do not qualify for the ("LCI-DS") rates.

RATES

LCI-D (DISTRIBUTION) RATE

(I)	Customer Charge:	$7,459.09 per month
	Demand Charge:	$0.304 per Mcf of Monthly Billing Units
	Non-Gas Commodity Charge:	
	First 41,357 Mcf:	$0.613 per Mcf
	Next 165,429 Mcf:	$0.501 per Mcf
	Over 206,787 Mcf:	$0.414 per Mcf
	Gas Commodity Charge:	
(I)	Interruptible:	$4.440 per Mcf
(I)	Firm:	$6.045 per Mcf
(I)	MDV Charge:	$9.832 per Mcf of nominated MDV

Note: The above customer charge includes $4,350.41 in base rates and $3,108.68 in PREP rates.

LCI-DS (DIRECT SERVICE) RATE

(I)	Customer Charge:	$1,725.24 per month
	Demand Charge:	$0.019 per Mcf of Monthly Billing Units
	Non-Gas Commodity Charge:	
	First 41,357 Mcf:	$0.042 per Mcf
	Next 165,429 Mcf:	$0.028 per Mcf
	Over 206,787 Mcf:	$0.023 per Mcf
	Gas Commodity Charge:	
(I)	Interruptible:	$4.440 per Mcf
(I)	Firm:	$6.045 per Mcf
(I)	MDV Charge:	$9.832 per Mcf of nominated MDV

Note: The above customer charge includes $1,369.67 in base rates and $355.57 in PREP rates.

DEMAND CHARGE

There shall be a charge applied to the customer's Monthly Billing Units (defined in the section below entitled "Determination of Demand Charge").

OTHER CHARGES

Charges under this schedule are subject to the PREP rates as set forth on Tariff Sheet No. 69.

MDV CHARGE

If a customer has established an MDV as defined in the section below entitled "Determination of MDV", there shall be a charge applied to the customer's MDV.

OVERRUN CHARGE

During any month for which the Company receives an overrun charge from a pipeline supplier, there shall be an overrun charge as prescribed in the section below entitled "Overrun Charges".

(I) Indicates an increase in rates

(C) RATE SCHEDULE
LARGE COMMERCIAL AND INDUSTRIAL SERVICE ("LCI") (Cont.)

MINIMUM CHARGE
The total of the Customer Charge and, where applicable, the MDV Charge shall be the minimum monthly bill.

DETERMINATION OF DEMAND CHARGE
The Demand Charge is the product of the Demand Unit Rate and the Monthly Billing Units. The Demand Charge shall be effective from January 1 through December 31 (Contract Year).

(C) DETERMINATION OF DEMAND UNIT RATE
The Demand Unit Rate applicable during a Contract Year shall equal the cost-of-service level for transmission and distribution costs approved in the Company's most recent base rate case for recovery through the Demand Charge divided by the total transmission and distribution annual consumption, as applicable, for the LCI class, including both sales and transportation volumes, during the twelve-month period ending two (2) months prior to the beginning of the Contract Year (Base Period), adjusted as appropriate for known and measurable changes such as plant closings and incremental load. The Demand Unit Rate shall be recalculated annually to be effective on the first day of each Contract Year, and Company will notify customer of the recalculated Demand Unit Rate at least thirty days prior to the beginning of the new Contract Year. Any rate change resulting from the application of this paragraph must be filed for Commission approval.

(C) DETERMINATION OF MONTHLY BILLING UNITS
The Monthly Billing Units for each customer during a Contract Year shall be one-twelfth ($1/12^{th}$) of its total throughput in Mcfs during the Base Period. For new customers and for customers who were not customers for the entire Base Period, the Company may estimate annual total throughput to be used in calculating the Monthly Billing Units.

(C) DETERMINATION OF MDV
An LCI customer has two rate options for firm service. A customer may elect to pay for firm service on a fixed charge basis, in which case the customer must nominate a maximum daily volume of gas that the customer may consume, and Company shall stand ready to supply on any day during the Contract Year. This volume shall be the Maximum Daily Volume (MDV). A customer choosing this option will be charged an MDV Charge each month and charged the Interruptible Gas Commodity Charge for each Mcf of gas consumed. Alternatively, a customer may elect to pay for firm service volumetrically through the Gas Commodity Charge, in which case the customer will be charged the Firm Gas Commodity Charge for each Mcf of gas consumed, will not be required to establish an MDV, and will not be charged an MDV Charge. A request for firm service under Rate Schedule LCI shall be subject to Company approval irrespective of the rate option selected. To qualify for interruptible service under Rate Schedule LCI, a customer must, 1) have daily measurement equipment; 2) have the ability to withstand seven (7) consecutive days of fully interrupted service; and, 3) be able to document and demonstrate to the Company a minimum of seven (7) consecutive days' alternate fuel capability if the customer is defined as a Human Needs customer as set forth on Tariff Sheet No. 10. Any type of wood-burning capability is not considered an alternate fuel for purposes of this Tariff.

Customers wanting to establish an MDV level of firm service for the next Contract Year shall notify the Company of the desired level at least ninety (90) days prior to the beginning of the next Contract Year. The Company shall notify the customer of the approved MDV level, to be determined by the Company in its initial discretion, within thirty (30) days of the customer's notification. Once an MDV level is established for a customer, unless the customer or the Company notifies the other to the contrary at least ninety (90) days prior to a new Contract Year, the same MDV level shall apply for the next Contract Year. The Company or the MDV customer may request assistance from the Commission to resolve a dispute relating to the MDV level.

(C) Indicates change in text of regulations

(C)

RATE SCHEDULE
LARGE COMMERCIAL AND INDUSTRIAL SERVICE ("LCI") (Cont.)

ADJUSTMENT OF MONTHLY BILLING UNITS AND MDV LEVELS

At the request of any LCI customer during a Contract Year, the Company may make appropriate adjustment in such customer's Monthly Billing Units and MDV level during such time as that customer, due entirely to alterations in production capacity or to operating conditions or circumstances (other than switching to an alternate fuel or supplier) experiences a significant alteration in its use of Company-delivered natural gas. The Company shall not unreasonably refuse to grant any such request; provided, that the Company shall not be required to make any such adjustment to Monthly Billing Units if such adjustment would reduce total LCI annual consumption, as applicable, below those upon which the then-effective Customer Charge is based.

In the event a customer experiences a complete cessation of plant production or a complete cessation of any severable plant production unit by reason of bona fide force majeure, upon such customer giving notice and full particulars of such force majeure in writing or by facsimile to the Company within three (3) days after the commencement of the occurrence of the cause relied upon, the obligation of the customer to pay all or a pro rata portion of the Customer and MDV Charges shall be suspended during the continuance of any cessation of production so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch; provided, that the charges so suspended in any billing month shall be equal to the number of days the suspension in effect bears to the total number of days in the billing month.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, freeze-ups, washouts, arrests, priority limitation or restraining orders of any kind of the government of the United States or the State of West Virginia or of any civil or military authorities, civil disturbances, or explosions, but shall not mean plant maintenance or repairs or economic or business conditions.

(C) Indicates change in text of regulations

(C) RATE SCHEDULE
LARGE COMMERCIAL AND INDUSTRIAL SERVICE ("LCI") (Cont.)

(C) OVERRUN CHARGES
Whenever the Company notifies a customer that it needs to restrict its gas usage and it fails to do so, a penalty shall apply as set forth on Tariff Sheet No. 38.

(C) SURCHARGES
Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

DELAYED PAYMENT CHARGE
A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(C) RULES AND REGULATIONS
Service pursuant to this schedule shall be under and subject to the provisions of Tariff Sheet Nos. 8, 9, and 10 and all other applicable provisions of this Tariff.

(C) Indicates change in text of regulations

RULES AND REGULATIONS
FOR THE TRANSPORTATION OF NATURAL GAS

(C) AVAILABILITY

Transportation service shall be available to any qualified applicant upon submission of a properly completed application form, payment of all required fees, and execution of a written agreement between the Customer (Shipper) and the Company (Transporter). All applications for transportation must be made on a copy of the form shown on Tariff Sheet No. 46. Copies of this form are available from the Company's marketing section upon request.

Transporter is not required to provide any requested transportation service for which capacity is not available, or which would require the construction or acquisition of any new facilities unless Shipper shall first deposit with Transporter the estimated cost of such facilities and agree to pay any excess of actual cost over the estimate. Transporter shall refund to Shipper any excess of estimated cost over actual cost.

Shipper and Transporter shall execute duplicate originals of a written agreement to cover transportation service. Items covered in the transportation agreement shall include, but not be limited to, transportation rate(s), the maximum daily transportation quantity, agreement term, renewal provisions (if any), effective date, and addresses for notice purposes. Such agreement shall be deemed to include all other provisions of this Tariff. Before transportation commences, all other required transportation agreements (such as those for interstate pipeline transportation) shall be executed with copies provided to Transporter.

AUTHORIZATIONS

The terms and conditions for transportation service hereunder are supplementary to:

A. the Rules and Regulations for the Government of Gas Utilities and Gas Pipeline Safety (2007), as amended, of the Public Service Commission of West Virginia;

B. all other requirements affecting the Company which have been or hereafter may be prescribed by said Commission; and

(C) C. the sections of this Tariff concerning Rules and Regulations for Distribution and Sale of Natural Gas, Additional Rules for Customers on High Pressure Main or Field Lines, and Curtailment, all as reflected on Tariff Sheet Nos. 8 through 18.

The Company and Customer agree that they will file, as soon as practical after execution of a transportation agreement, all necessary applications with the appropriate governmental authorities for the purpose of securing all requisite authorizations, if any, for service contemplated by the Transportation Agreement, and that they will provide each other from time to time such information as may be necessary to secure and maintain such authorizations.

CHARACTER OF SERVICE

The character of the transportation service rendered -- that is, firm, interruptible, or some combination of the two -- shall be the same as that which Shipper has contracted for in its transportation agreement with Transporter. All interruptible service is conditioned upon the availability of capacity and/or supplies sufficient to provide such service without detriment or disadvantage to Transporter's firm transportation and sales customers who are dependent upon Transporter's general system supply and capacity.

(C) Indicates change in text of regulations

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

(C) A. Interruptible Service. Shippers having 1) daily measurement equipment and 2) the ability to withstand seven (7) consecutive days of fully interrupted service qualify for Interruptible Service. Furthermore, RS, SGS, LGS, and LCI Shippers defined as Human Needs customer as set forth on Tariff Sheet No. 10 must be able to document and demonstrate to the Company a minimum of seven (7) consecutive days' alternate fuel capability to qualify for Interruptible Service. A wood-burning stove, or any other type of wood-burning capability, is not considered an alternate fuel for purposes of this tariff.

B. Firm Service. Shippers failing to qualify for Interruptible Service must take firm service, if available, including paying for standby service on all deliveries.

(C) C. Standby Service. Shippers may purchase standby service by either paying for it volumetrically on all deliveries or by nominating an MDV as provided in Rate Schedule LCI. Except during periods of restrictions on gas usage as described on Tariff Sheet No. 17, standby service entitles a Shipper to commodity backup service in the event Shipper's requirements exceed supplies received by Transporter for Shipper's account. The volumetric charge for standby service is reflected on Tariff Sheet No. 41. It does not include the commodity cost of gas, or Transporter's delivery charges, daily balancing, taxes, and the like.

RECEIPTS AND DELIVERIES

The Point(s) of Receipt for all gas to be received for Shipper's account for transportation by the Company shall be at the interconnections between the facilities of Transporter and Eastern Gas Transmission and Storage, Inc. or at such other interconnections as mutually agreed by the Parties. The Point(s) of Delivery for all gas to be delivered by the Company shall be Shipper's facilities, as set out in Shipper's transportation agreement.

DAILY MEASUREMENT

Any Shipper wishing to have daily measurement equipment installed at its facility may do so by contacting the Company and executing a Telemetering Agreement. Transporter will then install, at Shipper's expense, a daily measurement device which will provide information concerning the pressure, temperature and amount of natural gas being delivered to Shipper's facilities. Transporter will be responsible for the installation and maintenance of the equipment including all necessary gas piping. Shipper's obligation for payment shall commence on the date of the installation of the equipment. Shipper shall either pay Transporter for the cost and installation within thirty (30) days of the date installation is complete or in twelve (12) equal monthly installments with interest at the rate of one percent (1%) per month, as specified in the Telemetering Agreement. Transporter shall at all times retain all right, title and interest to the equipment. Shipper will be responsible for ensuring that electric and telecommunication services are available at the meter site in accordance with Transporter's specifications. Copies of current specifications are available from Transporter's Engineering Section.

BALANCING

A. Receipt and Delivery Obligations. Transporter has no obligation on any day to deliver quantities of gas greater than receipts (net of fuel) for a Shipper's account, nor to accept quantities of gas (net of fuel) for Shipper's account greater than deliveries accepted by the Shipper.

(C) Indicates change in text of regulations

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

B. Nominations and Upstream Imbalances. Shipper is responsible for making advance nominations to Transporter via Eastern Gas Transmission and Storage, Inc.'s Dekaflow system for the quantity of gas to be received for Shipper's account each day. All such nominations must be submitted by the deadlines established by Transporter and upstream pipelines and are subject to acceptance by both. Shipper shall endeavor to ensure that the daily quantity of gas received by Transporter for Shipper's account, net of fuel, matches the daily quantity of gas accepted by Shipper at its facilities. All imbalances on upstream pipelines are Shipper's responsibility.

C. Daily Imbalance. Daily imbalances between receipts for a Shipper's account, net of fuel, and deliveries to the Shipper are subject to an imbalance charge. Shippers without telemetering shall pay a daily balancing charge on all deliveries. Shippers with telemetering shall pay this charge only on their actual daily imbalances. The daily imbalance mechanism does not establish any rights to storage, park and loan, banking and advancing, or any other type of service.

RATE

(I) Daily Balancing Charge: $0.192 per Dt

(I) Note: The above daily balancing charge includes $0.021 in total base rates and $0.171 in gas costs.

D. Monthly Imbalances. Imbalances between total monthly supplies received by the Company for a Shipper's account, net of fuel, plus supplies nominated to the Company from Shipper's storage, and total monthly deliveries to Shipper shall be resolved by way of a cashout mechanism at the end of each month as follows. These charges are in addition to all other transportation charges. The monthly imbalance mechanism does not establish any rights to storage, park and loan, banking and advancing, or any other type of service.

1. Imbalance Percentage. Each month an Imbalance Percentage shall be determined by dividing total receipts for Shipper's account ("x") less fuel retainage ("y") less total deliveries to Shipper ("z"), by total receipts less fuel retainage, expressed mathematically as follows:

$$\frac{x - y - z}{x - y}$$

In any month there are no receipts for a Shipper's account, the Imbalance Percentage shall be deemed to be one hundred percent (100%).

The total cashout for each month's Imbalance Percentage will be calculated by pricing the imbalance within each block. For example, an Imbalance Percentage of 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.

2. Cashout by Purchase from Shipper. In any month where deliveries to a Shipper are less than receipts by Transporter for Shipper's account, net of fuel, Transporter shall purchase the imbalance gas from Shipper at a price which shall be calculated as follows:

a. Reference Price Determination. The Reference Price each month for imbalances resolved by Transporter purchasing gas from the Shipper 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

(I) Indicates an increase in rates

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

(C) 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. In the event that in the months of April and October the Cashout by Purchase from Shipper Reference Price is less than zero, the Cashout by Purchase from Shipper rate will be zero dollars ($0.00) and the imbalance gas will be credited to Transporter.

b. Reference Price Multiplier. 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%

3. Cashout by Sale to Shipper. In any month where deliveries to a Shipper are greater than receipts for Shipper's account, net of fuel, Transporter shall sell the imbalance to Shipper at a price which shall be calculated as follows:

a. Reference Price Determination. The Reference Price for imbalances resolved by Transporter selling gas to Shipper as shown in the following table:

	Shippers with:	Reference Price:
(C)	100% Standby	Maximum Reference Price with no Multiplier (both as defined on Tariff Sheet No. 38).
(C)	MDV: Up to MDV level	Maximum Reference Price with no Multiplier (both as defined on Tariff Sheet No. 38).
(C)	All over MDV level.	Maximum Reference Price with Multiplier (both as defined on Tariff Sheet No. 38).
(C)	No Standby	Maximum Reference Price with Multiplier (both as defined on Tariff Sheet No. 38).

(C) Indicates change in text of regulations

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

b. Maximum Reference Price. The Maximum Reference Price for each month 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.

c. Reference Price Multiplier. 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%

4. Should Platts Gas Daily change the name of the column heading or postings listed thereunder, 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, Transporter will choose a comparable substitute.

5. 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 following 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, Transporter will choose a comparable substitute.

(C) OVERRUN CHARGES

Whenever Transporter notifies Shipper that it needs to restrict its gas usage as provided on Tariff Sheet No. 17 and it fails to do so, Shipper shall be subject to a pro rata share of any overrun charges billed to Transporter by upstream pipelines. All of these charges are in addition to those otherwise billable under this Tariff or the Company's transportation contract with the Shipper.

(C) Indicates change in text of regulations

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

TRANSPORTATION SCHEDULING ORDERS (TSO)
Customers are subject to the Company's issuance of transportation scheduling orders ("TSOs"). The Company may issue TSOs at its discretion if any Customer's daily or hourly usage variance is determined to compromise the Company's operational or financial integrity. Through the TSO mechanism, the Company may direct Customers to adjust their nominations to match anticipated requirements. In regard to hourly usage variances, such nomination adjustments may be required on an intra-day basis. The Customer' failure to comply with a TSO may result in the billing of the following incremental charges:

(C) (A) The payment of a gas cost equal to the reference price as defined on Tariff Sheet No. 36 (Cashout by Purchase from Shipper) or Tariff Sheet No. 37 (Cashout Sale to Shipper), whichever is applicable, times the TSO difference which is defined as the imbalance between the Customer's nomination and daily consumption, as calculated by the Company on those days subject to the TSO; and

(B) The payment of any charges or costs incurred by the Company due to the Customer's failure to comply with a TSO. Where such charges or costs are incurred by the Company due to more than one Customer's failure to comply with a TSO, the Company's request for payment will be assessed to those Customers on a pro-rata basis.

(N) (C) The Company may issue TSOs at its discretion if the aggregate volumes flowing through the Company interconnects with Eastern Gas Transmission and Storage ("EGTS") are ninety percent (90%) of the Company's contracted MDQ with EGTS. Through the TSO mechanism, the Company may direct Shippers to adjust their nominations on EGTS until the aggregate volumes following through the Company's interconnects with EGTS are less than ninety percent (90%) of the Company's contracted MDQ with EGTS. The Shippers may nominate gas on other interstate pipelines connected to Company and the Shippers are subject to applicable rates associated with those pipeline interconnections including transportation from the interconnection to Company distribution system.

(C,I) Additionally, on any day when the Customer has been given timely notice by the Company that TSO has been issued and is in effect, any quantity of gas consumed by the Customer in excess of the Customer's nomination may be subject to a penalty not to exceed twenty-five dollars ($25.00) per dekatherm on such excessive volumes.

Customers in compliance with a TSO shall not be subject to any such incremental charges or costs.

FUEL RETENTION
(C) All transportation quantities received for delivery to Shippers not served through Direct Service facilities as defined on Tariff Sheet No. 30 shall be subject to a fuel retention charge as defined on Tariff Sheet No. 41.

OTHER CHARGES
(A) Shipper shall pay Transporter the amount of all charges related to transportation of Shipper's gas which are billed to Transporter by any other transporter, including, but not limited to, applicable Federal Energy Regulatory Commission filing fees. Shipper shall also pay Transporter the amount of all other charges arising out of its transportation agreement which are not otherwise specified in this Tariff or in their transportation agreement, including those which the Public Service Commission or any other governmental body requires Transporter either to bear or to collect from Shipper.

(C) Indicates change in text of regulations
(I) Indicates increase in rates
(N) Indicates new rates or regulations

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

(B) Customers who have been receiving sales service from the Company and transfer to transportation service after October 31, 2004, shall be subject to a charge or credit for under or over recovery of purchased gas costs plus applicable taxes. The charge or credit shall be calculated by multiplying sales service consumption by the Customer during (1) the prior ACA period; and (2) the current ACA period times the ACA unit rate applicable during each month of these two periods less the amount collected from the Customer applicable to the prior ACA period. This charge or credit shall be paid in equal monthly installments until the next October or until the customer returns to sales service, whichever comes first. In the event that the Customer does not have twelve months' worth of sales consumption prior to the calculation of the charge, the charge shall be calculated only for the number of months during which sales service consumption occurred.

RETURN TO SALES SERVICE

Transporter reserves the right to deny a request by Shipper to return to sales service at current tariff rates. For all such requests which are denied, Shipper will remain a transportation customer but may elect to have Transporter acquire, as agent for Shipper, gas supplies at current market prices for gas delivered to Transporter's system. For all such requests which are granted, the terms and conditions of the Telemetering Agreement between Shipper and Transporter will remain in effect, with the exception that the charges for continuous electric service and telecommunications service necessary for the operation of the telemetering equipment shall be paid by the Transporter from the date the request is granted.

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

TRANSPORTATION RATES

Unless otherwise agreed in writing, the transportation charges shall consist of the following based on customer classifications stated on Tariff Sheet No. 14:

RS TRANSPORT

Customer Charge: $13.40 per month
(I) Commodity Charge: $11.767 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above commodity charge includes $9.045 in total base rates, $1.294 in PREP rates, and $1.428 in standby service.

SGS TRANSPORT

Customer Charge: $26.80 per month
(I) Commodity Charge: $9.325 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above commodity charge includes $6.980 in total base rates, $0.917 in PREP rates, and $1.428 in standby service.

LGS TRANSPORT

(I) Meter Charge: $853.16 per meter per month
(I) Commodity Charge: $4.983 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above Meter Charge includes $231.70 in base rates and $621.46 in PREP rates. The above commodity charge includes $3.555 in total base rates and $1.428 in standby service.

WS TRANSPORT (Definitions per Tariff Sheet No. 27)

Demand Charge: $0.640 per Dt of Monthly Billing Units
(I) Commodity Charge: $4.959 per Dt
Fuel Retention (No Temperature Compensation): 8.00%
Fuel Retention (with Temperature Compensation): 5.50%

(I) Note: The above commodity charge includes $3.147 in total base rates, $0.384 in PREP rates, and $1.428 in standby service.

(I) Indicates an increase in rates

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

TRANSPORTATION RATES (CONT.)

LCI-D TRANSPORT (Definitions per Tariff Sheet Nos. 30, 31, and 32)

(I)	Customer Charge:	$7,139.16 per month
	Demand Charge:	$0.270 per Dt of Monthly Billing Units
	Non-Gas Commodity Charge:	
	First 44,211 Dt:	$0.545 per Dt
	Next 176,844 Dt:	$0.445 per Dt
	Over 221,055 Dt:	$0.367 per Dt
(I)	MDV Charge:	$8.748 per Dt of nominated MDV
	Fuel Retention:	5.50%

(I) Note: The above customer charge includes $4,163.78 in base rates and $2,975.38 in PREP rates.

LCI-DS TRANSPORT (Definitions per Tariff Sheet Nos. 30, 31, and 32)

(I)	Customer Charge:	$1,651.26 per month
	Demand Charge:	$0.017 per Dt of Monthly Billing Units
	Non-Gas Commodity Charge:	
	First 44,211 Dt:	$0.037 per Dt
	Next 176,844 Dt:	$0.025 per Dt
	Over 221,055 Dt:	$0.020 per Dt
(I)	MDV Charge:	$8.748 per Dt of nominated MDV
	Fuel Retention:	0.00%

(I) Note: The above customer charge includes $1,310.94 in base rates and $340.32 in PREP rates.

In addition to the Transportation Rates, the Transporter must pay other applicable charges including, but not limited to, balancing, special meter readings, fuel retention, and the costs incurred by Transporter associated with Shipper migrating from sales to transportation service.

OTHER CHARGES

Charges under these schedules are subject to the PREP rates as set forth on Tariff Sheet No. 69.

INDEMNIFICATION

Customer shall indemnify the Company 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, Customer shall not indemnify the Company for (a) any liability to the extent that such liability arises out of the Company's intentional misconduct or negligence, or (b) the Company's failure to make payments after receipt by the Company of payments by Customer hereunder.

(I) Indicates an increase in rates

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

NOTICES

Except as herein otherwise provided, any request, demand, or statement provided for in Customer's Transportation 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, by electronic facsimile, or by e-mail.

(C) BILLING & PAYMENT

Payment of Bill. The Company shall render a bill to Customer for the services rendered by the Company during the previous month, along with all other charges billable under Customer's Transportation Agreement. Customer shall render payment in full to the Company on or before (Due Date).

Delayed Payment Charge. Should Customer fail to tender full payment by the Due Date of any bill, whether it is rendered pursuant to Customer's Transportation Agreement or is a separate bill for tariff utility service or some other bill, a delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(N) Returned Payment Charge. A service charge equal to the amount charged by the utility's banking institution, not to exceed twenty-five dollars ($25.00), will be imposed upon any customer whose check or electronic payment of charges is returned by said customer's bank due to insufficient funds.

(C) Termination for Nonpayment. If failure to pay occurs, the Company will attempt three separate notifications to the customer prior to officially terminating the customer's service and the Company works with the customers to collect the necessary payments to continue service. In addition to any other remedy it may have the Company may both suspend further transportation of gas to Customer and terminate all utility service until such amount is paid.

(C) Disputed Bills. If Customer in good faith disputes the amount of any bill or any part thereof, the bill will be investigated in depth to determine if an issues exists.

(C) Error Adjustments. In the event an error is discovered in the amount billed in any statement rendered by the Company, such error shall be adjusted appropriately.

Security Deposit. The Company may at any time require Customer to post a security deposit. Such deposit shall not exceed two (2) months' (estimated) average bills.

(C) Indicates change in text of regulations
(N) Indicates new rates or regulations

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

GAS QUALITY

Determination of Btu Content. All gas received by Transporter will be delivered to the Point(s) of Delivery on a dekatherm-equivalent basis. In order to provide for dekatherm-equivalent deliveries, Transporter may attribute a Btu content to deliveries by either:

(a) testing by the gravity balance method at such times as meters are tested in compliance with the Commission's Rules & Regulations for the Government of Gas Utilities & Gas Pipeline Safety (1986), as the same may be amended from time to time;

(b) using reference points on the inlet pipeline (either upstream or downstream of the Shipper's meter connection);

(c) utilizing the system-wide average Btu content of gas delivered by Transporter; or

(d) such other method as mutually agreed upon by Transporter and Shipper.

Delivery Pressures. All quantities of gas delivered by Transporter to the Point(s) of Delivery shall be made at the pressures existing in Transporter's pipeline facilities from time to time.

Gas Quality Standards. All gas delivered by Transporter shall conform to the gas quality standards specified in currently effective Commission rules and regulations unless otherwise agreed to by the Company through a separate agreement. Gas delivered to Transporter at the Point(s) of Receipt by Shipper shall not contain an amount of water vapor exceeding seven (7) pounds per million cubic feet of gas on an approved dew point apparatus, 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 bacteria, dust, gums, gum-forming constituents, or other liquid or solid matter, nitrogen (no greater than three (3) mole %), carbon dioxide (no greater than two (2) mole %), oxygen (no greater than two tenths of one percent (0.2) mole %), total inert (no greater than five (5) mole %); hydrogen sulfide (no greater than twenty-five hundredths (0.25) grains per 100 cubic feet); total sulfur (no greater than ten (10) grains per 100 cubic feet), 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.

Possession of and Title to Gas. As between Transporter and Shipper, Transporter 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 delivered to Shipper or for the account of Shipper at the Point(s) of Delivery. Shipper shall be deemed to be in control and possession of the gas prior to receipt by Transporter and after delivery to Shipper or for the account of Shipper. Title to all gas transported shall at all times rest in Shipper.

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

(C) **SUSPENSION OF OBLIGATIONS**

In the event either party is rendered unable, wholly or in part, by Force Majeure (as defined on Tariff Sheet No. 18) to carry out its obligations other than the obligation to make payments of amounts accrued and due at the time thereof, it is agreed that on such party's giving notice and full particulars of such Force Majeure in writing or by facsimile to the other party as soon as reasonably practicable after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused.

MISCELLANEOUS

Subjugation. Shipper's Transportation 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. Shipper's Transportation Agreement and the respective obligations of the parties hereunder are also subject to valid laws, orders, rules and regulations of all duly constituted authorities having jurisdiction. The interpretation and performance of Shipper's Transportation Agreement shall be in accordance with the laws of the State of West Virginia.

Lawful Obligations. 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 Shipper's Transportation Agreement.

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

Successors. Any company which shall succeed by purchase, merger, or consolidation of the properties, substantially as an entirety, of Transporter or Shipper, 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 Shipper's Transportation Agreement.

Assignability. No assignment of this Shipper's Transportation Agreement or any of the rights or obligations there under shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Such consent shall not be unreasonably withheld.

Interpretation. 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.

(N) Liability. The Company shall not be liable for any loss arising from or out of service under this tariff, including loss of gas in the possession of the Company. The Company makes no guarantee against, and assumes no liability for, interruptions of service. The Company also reserves the right to commingle gas of the customer with that of other suppliers.

The Company shall not be liable for loss of the customer's gas as a result of normal and prudent operations or steps taken to comply with any law, regulation, or order of any governmental agency having jurisdiction to regulate, allocate, or control gas supplies or the rendition of services thereunder, regardless of any defect in such law, regulation, or order.

(C) Indicates change in text of regulations
(N) Indicates new rates or regulations

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

HOPE GAS, INC.
TRANSPORTATION REQUEST FORM

Customer Name _____ Account # _____
Customer Classification (RS, SGS, LGS, LCI, WS)_____
Facility Location _____
Street City County
Mailing Address _____
Street or P. O. Box
_____
City State Zip
Contact Person _____ Phone _____
State of Incorporation (if applicable) _____
Source of Supply to be Transported _____
Intervening Pipeline(s) _____
Maximum Daily Transport Quantity _____
Est. Monthly Consumption:

Jan.	_____ dt	July	_____ dt
Feb.	_____	Aug.	_____
Mar.	_____	Sep.	_____
Apr.	_____	Oct.	_____
May	_____	Nov.	_____
June	_____	Dec.	_____

TOTAL _____ dt

Requested By _____
(Please sign)

Date _____

Hope Gas, Inc. Use Only
Request No. _____
Date Rec'd _____
Time Rec'd _____
By _____

Mail to: HOPE GAS, INC.
781 Chestnut Ridge Road, Suite 100
Morgantown, WV 26505

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

(C) 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 Tariff Sheet No. 68; 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

(C) Indicates change in text of regulations

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

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 Tariff Sheet Nos. 8 through 18, and Rules and Regulations for the Transportation of Natural Gas, reflected on Tariff Sheet Nos. 34 through 46, 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.

(C) 6.2 Pool Operator is responsible for making advance written or electronical 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.

(C) Indicates change in text of regulations

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

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.

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(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.

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

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.

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

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.

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

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.

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

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.

(C) 8.2 Pool Operator is responsible for making advance written or electronical 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.

(C) Indicates change in text of regulations

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

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.

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(C) 10.2 Pool Operator is responsible for making advance written or electronical 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.

(C) 11.3 Pool Operator is responsible for making advance written or electronical 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.

(C) Indicates change in text of regulations

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

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

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

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:

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

(C) In any month when there are no confirmed Aggregate Volume nominations, the imbalance percentage shall be deemed to be one hundred percent (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:

(C) Indicates change in text of regulations

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(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:

(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%

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

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 Tariff Sheet No. 22, 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.)

(C) The maximum amount that the Pool Operator shall pay pursuant to Section 15.1(B) over any Winter Season shall be twelve (12) months' demand charges multiplied by the maximum OFO shortfall experienced during that Winter season; and

(C) (C) The payment of an appropriate penalty charge, in Hope Gas, Inc.'s discretion, not to exceed twenty-five dollars ($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 nonpayment and termination actions.

(C) Indicates change in text of regulations

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.

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

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:

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

(C) B. To make a payment in advance equal to the total maximum daily End Users consumption adjusted for applicable fuel retainage times two dollars ($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.

(C) Indicates change in text of regulations

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.

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(C) 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 electronically, 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.

(C) 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 electronically 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.

(C) Indicates change in text of regulations

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

INTERRUPTIBLE TRANSPORTATION POOLING OPTION (Cont.)

(C) 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 electronically.

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.

(C) Indicates change in text of regulations

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

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

RATE SCHEDULE
PIPELINE REPLACEMENT AND EXPANSION PROGRAM ('PREP")

APPLICABILITY
The rates in this schedule will be applied to all customers based on classifications as defined on Tariff Sheet No. 14.

RATES - VOLUMETRIC
Billed as a component of the volumetric commodity charge for tariff sales and transport customers for each Rate Schedule as set forth below:

	Rate Schedule	Sales per Mcf	Transport per Dt
(I,I)	RS	$1.456	$1.294
(I,I)	SGS	$1.032	$0.917
(I,I)	WS	$0.414	$0.384
(I)	PGAS		$0.129

RATES – FIXED
Billed as a component of the fixed monthly charge for tariff sales and transport customers for each Rate Schedule as set forth below:

	Rate Schedule	Sales Fixed Monthly	Transport Fixed Monthly
(I,I)	LGS	$649.30	$621.46
(I,I)	LCI-D	$3,108.68	$2,975.38
(I,I)	LCI-DS	$355.57	$340.32

Note: LGS fixed monthly PREP charge for sales and transport is based on per meter per month as set forth on Tariff Sheet Nos. 25 and 41.

SURCHARGES
Charges under this schedule are subject to a Local Tax Surcharge as set forth on Tariff Sheet Nos. 19 and 20.

(I) Indicates an increase in rates

(N) SERVICE CLASSIFICATION
WEATHER NORMALIZATION ADJUSTMENT (“WNA”)

APPLICABILITY

A Weather Normalization Adjustment ("WNA") shall be applied to bills of Residential and Non-Residential customers enrolled in Rate Schedules Residential, Small General Service, and Large General Service, encompassing both sales and transportation services for bills rendered on and after November 1 and through May 31 each year. The WNA shall commence with bills rendered on and after March 1, 2026 and shall continue as a five-year pilot unless otherwise modified by Commission Order.

WNA is a Base Rate Distribution Charge adjustment. The WNA amount does not apply to the Purchase Gas Cost rate or the Pipeline Replacement and Expansion Program charge. The WNA is subject to Local Tax surcharges as set forth on Tariff Sheet Nos. 19 and 20.

Calculation of Adjustment Amount:

The WNA will be applied for bills rendered on and after November 1 through May 31 and shall be calculated on a customer account specific basis in accordance with the formula below:

WNBM = BLMM + [(((NHDD +/- (NHDD * 2%)) / AHDD) x (AMM-BLMM)]
WNAM = WNBM - AMM
WNA = WNAM x Base Rate Distribution Charge

(A) Weather Normalized Billing Mcfs ("WNBM") will be calculated as the Base Load Monthly Mcfs ("BLMM") added to the product of the Normal Heating Degree Days ("NHDD", adjusted for a two percent (2%) deadband as further discussed in subparts (I) and (J) below), divided by the Actual Heating Degree Days ("AHDD") and the Actual Monthly Mcfs ("AMM") less the BLMM. Weather Normalized Billing Mcfs (WNBM) will only be calculated if the AMM exceeds the BLMM. WNA will not be applicable for the billing period if AMM is less than the BLMM.

(B) The BLMM shall be established separately for each customer using the customer's actual average daily consumption from the billing system, measured in Mcfs, using bills whose entire usage is between May 15 and September 25. If no bill history is available for the premise between May 15 and September 25, an average base load for the related customer class will be applied. The BLMM will be adjusted to reflect changes in a customer's base load usage on a yearly basis.

(C) The AMM shall be measured for each customer and applicable billing period and will be inclusive of any heating value corrections.

(D) The NHDD shall be applied on a system-wide basis using the 10-year average as approved by the Commission in the Company's most recent Rule 42T base rate case. The NHDD 10-year average will remain unchanged in each year following the most recent Rule 42T base rate case until a new Rule 42T base rate case is filed and Ordered by the Commission.

(E) The AHDD shall be determined using the system-wide actual heating degree days during the applicable billing period. The system-wide AHDD shall be a weighted average based upon actual Gas Day temperatures as reported by the National Oceanic and Atmospheric Administration (NOAA) for the Charleston area, the Parkersburg area, and the Clarksburg area consistent with the Company's most recent Rule 42T base rate case approved by the Commission. The daily AHDD will be determined using the average of the high and low temperature and comparing the result to sixty-five (65) degrees. If the average temperature is above sixty-five (65) degrees, then the AHDD for that day will be zero (0).

(N) Indicates new rates or regulations

(N) SERVICE CLASSIFICATION
WEATHER NORMALIZATION ADJUSTMENT (“WNA”) (Cont.)

(F) The period for which both NHDD and AHDD will be measured for each billing period used for the WNA calculation will be based on the starting day of the customer's applicable billing period minus one day through last day of the applicable billing period minus one day. If AHDD is unavailable for any day(s) during that period, the respective NHDD for the same day(s) will also be excluded from the calculation, thereby excluding any days missing AHDD from the WNBM calculation.

(G) The AMM will be subtracted from the WNBM to compute the Weather Normalized Adjustment Mcfs ("WNAM").

(H) The WNAM shall then be multiplied by the applicable Customer Rate Schedule Base Rate Distribution Charge based on bills rendered to compute the WNA amount that will be charged or credited to each Residential and Non-Residential customer served under Rate Schedules Residential, Small General Service, and Large General Service sales and transport.

(I) A deadband of two percent (2%) shall apply. The WNA for an applicable billing period will apply only if the system-wide AHDD for the applicable billing period is lower than ninety-eight percent (98%) or higher than one hundred and two percent (102%) of the NHDD for the applicable billing period.

(J) The WNA factor shall be calculated by first adjusting the NHDD for the applicable billing period by the deadband percentage of two percent (2%). The deadband percentage shall be multiplied by the NHDD and then added to NHDD for the billing period when the weather is colder than normal (i.e., AHDD>NHDD) or subtracted from NHDD for the billing period when the weather is warmer than normal (i.e., AHDD<NHDD).

(K) In the event a customer's bill needs to be canceled and rebilled at any time, the WNA will be recalculated using the most recently available data for the billing period. In some cases, updates to data used in the calculation may result in a different WNA for the billing period. Bills requiring manual processing shall not have WNA applied.

(L) WNAM shall be applied to billing periods greater than or equal to sixteen (16) days. Any customer bill less than sixteen (16) days will not receive WNA.

(M) The WNA amount for bills rendered in May will not exceed one hundred percent (100%) of the billed distribution amount and customer charge amount.

(N) Indicates new rates or regulations

(C) RATE SCHEDULE
PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS")

(C) APPLICABILITY

The rates in this schedule are available to customers receiving service under this Rate Schedule PGAS for the gathering and aggregation of gas at receipt points and redelivery of gas at delivery points ("Gathering Service") on the Company's Gathering System acquired by the Company from Dominion Gathering & Processing, Inc. ("DGP") in Case No. 19-0549-G-PC and Equitrans, L.P. ("Equitrans") in Case No. 23-0317-G-PC. In the event of a conflict between the provisions in this Rate Schedule PGAS and other provisions in this Tariff, the provisions of this Rate Schedule PGAS shall govern with respect to service under this Rate Schedule PGAS.

A customer under this Rate Schedule PGAS shall enter into a service agreement with Company setting forth customer's maximum daily quantity ("MDQ"), Receipt Point(s) and Delivery Point(s) on the Gathering System and any other mutually agreed upon terms and conditions pertaining to service under this Rate Schedule PGAS.

RATES

The following rates or charges and Retention shall be assessed on all quantities received into the Gathering System from, on behalf of, or for the benefit of customer and receiving Gathering Service under this Rate Schedule PGAS ("Receipts"), unless otherwise agreed by the Company and customer in writing. The Gathering Rate applies to Gathering Service on both the dry or wet portions of the Gathering System. Gathering Service is also subject to the Retention for Fuel and LAUF as set forth below and in this Rate Schedule PGAS.

(C) Indicates change in text of regulations

RATE SCHEDULE
PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

RATES

(I) DGP Facilities PGAS Rate: $0.629 per Dt
(I) Equitrans Facilities PGAS Rate: $0.729 per Dt

(I) Note: The above DGP Facilities PGAS Rate includes $0.500 in base rates and $0.129 in PREP rates. The above Equitrans Facilities PGAS Rate includes $0.600 in base rates and $0.129 in PREP rates.

OTHER CHARGES

Charges under this schedule are subject to the PREP rate as set forth on Tariff Sheet No. 69.

RETENTION PERCENTAGES

Retention Percentage – DGP Facilities: 15.00% per Dt
Retention Percentage – Equitrans Facilities: 20.00% per Dt

The above Retention Percentage for Fuel and Lost and Unaccounted for Gas ("LAUF") are subject to adjustment from time to time as set forth herein. Company shall retain in kind from customer's Receipts the applicable Retention Percentage of customer's Receipts at the Receipt Point(s) to reimburse the Company for Fuel and LAUF ("Retention Percentage(s)"). The Retention Percentage and Retention Percentage quantity shall be set forth on the customer's monthly statement. If the actual Receipts, Retention, or Retention Percentage is not known by the statement date, such quantities may be estimated and adjusted on following statements as soon thereafter as actual quantities are available.

On or before January 1 of each year, Hope shall file revised Retention Percentages to be effective March 1 of that same year, to reflect updated, actual and projected volumes (split 50-50 between the DGP Facilities and Equitrans Facilities), including to account for a true-up and recovery of any under recovered Retention or crediting of any recovered Retention for a prior period (also split 50-50 between DGP Facilities and Equitrans Facilities)[1]. In each annual filing, under recovered LAUF for the prior year shall be amortized over ten (10) years for inclusion in the revised Retention Percentages, which annual revised Retention Percentages are subject to applicable caps for the respective Retention Percentages set forth in the below table. Hope may request recovery of any unamortized and under recovered LAUF under this Rate Schedule PGAS as of the end of the test year used in Hope's next Rule 42T general base rate case proceeding, including as a result of application of the caps in the below table, in its next Rule 42T general base rate case filing[2].

		Cap on Annual Filing Retention Percentage Increase (shall not increase by more than)		
	Existing Retention % as of February 25, 2026	**1st Filing**	**2nd Filing**	**3rd Filing**
DGP Facilities	15.00%	0.50%	0.25%	0.25%
Up To		15.50%	15.75%	16.00%
Equitrans Facilities	20.00%	1.00%	1.00%	1.00%
Up To		21.00%	22.00%	23.00%

[1] This 50-50 split shall only be used for annual true-up purposes and shall not be used for any other purposes. Hope shall maintain separate accounting for each system.
[2] The Retention Percentage in effect after the 3rd Filing shall remain the same until Hope's next 42T general base rate proceeding rates go into effect.

(I) Indicates an increase in rates

(C) RATE SCHEDULE
PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(C) DELAYED PAYMENT CHARGE

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(C) GATHERING SERVICE TERMS AND CONDITIONS

1. Services. Company will provide a Rate Schedule PGAS customer with the following services:

   (a) Gathering Service: For all gas received on the Gathering System, Company will accept at the Receipt Point(s) on the Gathering System all customer's Gas delivered at the Receipt Point(s) up to the customer's MDQ and will redeliver an equivalent Thermal Content of Gas received, less Retention, at the Delivery Point(s) on an Interruptible basis. The MDQ shall be equal to the estimated flowing supply approved by Company in accordance with Section 4.1 hereof, as adjusted from time to time.

(C) (b) Aggregation Service. Company shall allow customer to aggregate natural gas supplies received at the various Receipts Points into a Pool in accordance with the terms of this Rate Schedule PGAS, including Sections 4 (Nominations and Scheduling) and 5 (Pooling and Gas Imbalances), so long as customer maintains at least 300 dekatherm (Dt or dth) per day of actual flowing supply in its Pool, excluding imbalance quantities. If customer fails to maintain this minimum quantity of at least 300 Dt per day of actual flowing supply, Company may terminate service to customer, in its initial discretion, by means of thirty (30) day's prior written notice to customer.

2. Interruption of Services.

   (a) Company shall have the right to interrupt, or to discontinue, service in whole or in part on all or a portion of its Gathering System from time to time for reasons of Force Majeure as defined in Section 14, or when necessary, in Company's reasonable judgment, to meet its system operating requirements or other service obligations, and to perform repair and maintenance as necessary to maintain the operational capability on the Gathering System or to comply with applicable regulatory requirements. Company shall exercise due diligence to schedule repair and maintenance so as to minimize disruptions of service to customer and shall provide reasonable notice of the same to customer.

   (b) Company shall post any notices issued by Company via its electronic bulletin board ("EBB") to alleviate operational conditions on its Gathering System and/or to meet Company's reasonable service obligations that require action by the customer, including the elimination of Imbalances (as defined and provided in Section 5.1) wholly or partially. If customer fails to comply within the time stated in the notice, to the extent such stated time is commercially reasonable given the specific operational requirements of the request, or if no time period is stated in the notice, within a commercially reasonable period of time, Company may assess appropriate, usual and customary penalties (if posted in advance on the EBB) and/or in the event of intentional or repeated failures to timely comply with such notices, terminate service to customer, in its initial discretion, by means of written notice to customer.

3. Term. Unless otherwise agreed by the Company and customer in writing, Gathering Service shall be provided on a month-to-month basis.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(C)4.1 Nominations and Scheduling.

a. Estimated Flowing Supplies.

(a) For each meter associated with a Receipt Point, Company shall provide customer with a production estimate, net of Retention, based on the latest available actual information at least seven (7) business days prior to the end of the Month immediately preceding the production Month.

(C) (b) Customer will provide electronically or via Company's EBB by no later than five (5) business days prior to the production Month, a complete list of meters associated with the Receipt Point(s) for the applicable production Month and the daily and Monthly Estimated Flowing Supply ("EFS"), net of Retention. Unless Company reasonably objects to the EFS, Company shall approve such EFS, including any requested changes, at least three (3) business days before the end of the Month preceding the production Month. If Company does not approve the EFS, Company and customer will negotiate in good faith in an effort to mutually agree as to the EFS by the last working date of the Month preceding the production Month. If the Parties otherwise fail to agree on the EFS for the Month, the Parties agree to use Company's most recent production estimate, net of Retention for customer's EFS for that Month.

4.2 Nomination Procedures.

(a) No later than 1:00 P.M. CCT on the day prior to any Gas Day when customer desires Company to receive customer's Gas, customer shall submit a nomination to Company via its EBB, specifying the quantities of Gas to be received by Company at each Receipt Point(s) and delivered by Company to Delivery Point(s), and customer-defined begin dates and end dates for the nomination. Customer shall nominate from customer's Pool the EFS, less applicable Retention, as confirmed and agreed to by Company. Customer will also separately nominate, if applicable, to Company the Retention.

Company may, in its initial discretion, accept nominations at such later times as operating conditions permit and upon confirmation that corresponding upstream and downstream arrangements have been made in a manner satisfactory to Company. Company will first schedule nominations received in accordance with the timeline set forth above. Company will then determine if it will accept and schedule nominations received after the applicable deadline; provided however, any nominations received after the stated deadline may be reduced as necessary to match the corresponding downstream nominations at the Delivery Point(s).

(C) (b) All nominations shall include customer-defined begin dates and end dates. Specifically, customer may nominate for several days, or an entire Month. All nominations shall be in uniform daily quantities. All nominations are considered original nominations and must be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(c) Customer also will provide the following information as part of its nomination, if applicable:

(i) The applicable transportation contract number to be used by customer for transportation on the Downstream Transporter, and the transportation quantities nominated by customer by transportation contract;

(C) (ii) By the first day of each Month in which Gas is to flow: (1) a supply priority list for the Monthly quantity for each Delivery Point, which shall specify which Receipt Points will be curtailed in the event that aggregate receipts into a Delivery Point exceed nominations during the Month; and (2) a reduction list for the Monthly quantity at each Delivery Point, which shall specify which shippers will not receive Gas in the event that aggregate nominations from a Delivery Point exceed associated supplies; and

(iii) Such other data as Company deems reasonably necessary, including updates to EFS, as specified on Company's EBB.

(d) The procedures for, and confirmation of, nominations at all times is subject to the requirements of the Downstream Transporter. All nominations must be confirmed by the Downstream Transporter that will physically receive the Gas. Company and the Downstream Transporter, and not customer, will be responsible for confirmations. Company shall have no obligation to deliver customer's Gas to the Delivery Point(s) unless the Downstream Transporter at that point confirms that it will accept such Gas.

(e) Company shall not be obligated to provide service on any Gas Day that customer does not nominate pursuant to the procedures herein. Any waiver by Company of any provision of this Section shall not constitute a waiver of Company's future rights.

4.3 Scheduling and Priority of Services.

(a) Scheduling of receipts and deliveries of Gas between the Receipt Point(s) and Delivery Point(s) shall be in accordance with Company's nomination and scheduling procedures, as set forth in this Section 4, and with the nomination and scheduling procedures of the Downstream Transporter. Company shall be allowed to rely conclusively on the information submitted by customer as part of the nomination in confirming the nomination for scheduling and allocation.

(b) Company shall schedule service when, and to the extent that, in Company's sole opinion, capacity is available in Company's existing facilities after taking into account all Gathering System operating requirements.

(C) (c) The maximum quantity of Gas that Company is obligated to receive at the Receipt Point(s) and deliver at the Delivery Point(s) during any given hour of any day is one twenty-fourth (1/24th) of customer's scheduled quantity at a flow rate consistent with customary natural gas industry practices. Any acceptable variation in the flow rate will be confirmed in writing via fax or email by Company, with an acknowledgment returned to Company by customer.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

4.4 Allocations, Curtailments and Interruptions of Services

(a) Nominations Exceed Available Capacity. If nominations for deliveries to any Delivery Point exceed the available capacity to or at such Delivery Point, capacity to the Delivery Point shall be allocated based on the scheduling priority set forth in Section 4.3. Within the same priority of service, Company shall endeavor to reduce receipts based on the supply priority list provided pursuant to Section 4.2.c. above. Company may allocate its deliveries to a Delivery Point on a pro rata basis based on confirmed nominations if deemed appropriate to maintain the operational integrity of the Gathering System.

(b) Receipts Exceed Delivery Nominations. In the event aggregate receipts exceed aggregate nominations to a Delivery Point at a level that impairs Company's ability to reliably meet its obligations or jeopardizes the operational integrity of its system, Company shall be entitled to interrupt or curtail service and to order customer to curtail supplies. To the extent operationally feasible, receipts shall be reduced in the reverse order of the scheduling priorities set forth in Section 4.3. Within the same priority of service, Company shall endeavor to curtail receipts to match nominations based on the supply priority list provided pursuant to Section 4.2.c.ii above. If customer does not curtail supplies as required by such order, Company shall also be authorized to physically shut in the meters based on the supply priority list. Notwithstanding any other provision herein, Company may allocate downstream pipeline receipts at Delivery Points with Downstream Transporters on a pro rata basis based on confirmed nominations if deemed appropriate to maintain the operational integrity of the Gathering System.

(c) Delivery Nominations Exceed Receipts. In the event that aggregate nominations exceed aggregate receipts for deliveries to any Delivery Point that impairs Company's ability to reliably meet its obligations or jeopardizes the operational integrity of its system, Company may in its discretion (1) require customer either to increase receipts to match its nominations or to reduce its nominations to match supply and/or (2) reduce delivery nominations according to the reduction list provided by customer. To the extent operationally feasible, deliveries shall be reduced in the reverse order of the scheduling priorities set forth in Section 4.3. Within the same priority of service, Company shall endeavor to reduce supplies delivered to customers based on the reduction list provided pursuant to Section 4.2.c.ii above. Notwithstanding any other provision herein, Company may reduce deliveries on a pro rata basis based on confirmed nominations if deemed appropriate to maintain the operational integrity of the Gathering System.

4.5 Changes. Company may post changes to the nominations and scheduling timelines and procedures via its EBB.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

5. Pooling and Gas Imbalances

5.1 General. The aggregation of nominated quantities received from customer or for customer's account into the Pool is an aggregation of the receipts at the various Receipt Points for delivery to the Delivery Points, and not a balancing service. The quantity of Gas actually received each Day, net of Retention, at each Receipt Point will equal the scheduled quantities for that Receipt Point. As such, customer agrees that it will use its best efforts to ensure for each Day that actual physical receipts into the Pool will equal scheduled deliveries out of the Pool to the various Delivery Points. At times, the actual physical Gas received into the Pool for the Month may differ from the scheduled quantities out of the Pool for the Month, where the difference is called the "Imbalance." Under certain circumstances where customer delivers Gas from the Pool to a point on the Gathering System, any delivered Imbalances shall be calculated as part of customer's cumulative Imbalance hereunder.

5.2 Tolerance. Subject to the provisions herein, the cumulative Imbalance shall not exceed ten percent (10%) of the most recently reported "actual receipts, net of Retention" as provided by Company to customer. This provision does not grant customer any entitlement to maintain physical Imbalances on the Gathering System. Company may in its initial discretion change this tolerance level, by written notice to customer or via its EBB, at any time based upon the prevailing operating conditions at the time.

5.3 Confirmation Statements. On or about the twenty-fifth (25th) Day of the Month immediately preceding a production Month, Company will provide customer with Imbalance confirmation statements for the prior Month showing the actual receipts, net of Retentions, into the Pool ("Net Receipts"), actual deliveries out of the Pool, and any resulting Imbalance between Net Receipts and deliveries.

(C) Notification of Imbalances shall be made by Company by email to customer's designee and posting the Imbalance via the EBB. Within ten (10) days after Company posts on its EBB the notice of availability of the Imbalance confirmation statement, customer shall indicate acceptance by returning to Company a signed copy of such statement. If customer disputes the Imbalance confirmation, it shall provide Company with written notice detailing the basis for its disagreement within that same time period. Customer's failure to provide the signed confirmation statement, or notice of its disagreement, within ten (10) days after the EBB posting shall be deemed an acceptance of the Imbalance confirmation.

(a) Imbalance Resolution. Customer shall eliminate any Imbalance of the Net Receipts for a Month as promptly as possible but in no event later than the end of the next succeeding Month after notification of the Imbalance; provided however, Company may notify customer on those occasions when operating conditions prevent Imbalance paybacks. If so notified, Company and customer shall mutually agree to a payback schedule. Make-up quantities to correct Imbalances shall have the lowest priority of service on the Gathering System. Priority within this class shall be determined on a first-come, first-served basis. When necessary to operate the system, Company shall have the right and initial discretion to schedule make-up quantities at a higher priority, without liability to customer or any other entity. Notwithstanding the terms of Section 5.3(a), customer shall fully comply with any notices issued by Company via its EBB pursuant to Section 2.2(b).

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

5.4 Operational Requirements. If operating conditions require, Company, in its initial discretion, may immediately take whatever other steps are necessary in order to eliminate Imbalances as soon as possible, including but not limited to, restricting nominations and receipts, applying receipts into the Pool toward Imbalances, and restricting deliveries out of the Pool (that may be used to source customer's downstream transportation agreements) to resolve Imbalances. In addition, Company may remotely stop receipt of Gas until the Imbalance is resolved or confiscate customer's Gas (at no cost to Company) in order to resolve the Imbalance. Customer hereby grants Company any necessary authorization to shut-off Gas in the event customer fails to take the necessary actions to resolve Imbalances and in no event shall Company be liable for any damages resulting from its exercise of this right.

6. Pressures; Compression

6.1 Pressure. Customer shall make deliveries of customer's Gas to Company, at the Receipt Point(s), at pressures sufficient to enter the Gathering System against the prevailing operating line pressures on the Gathering System as they may exist from time to time at the Receipt Point(s). Company shall not be obligated to lower such line pressure for purposes of receipt of customer's Gas by compression or otherwise.

6.2 Compression. Customer shall not compress, or cause to be compressed, Gas delivered to Company pursuant to this Rate Schedule prior to receipt at the Receipt Point(s) without the prior written approval of Company unless customer, or an operator of a well for whom customer is acting, has entered into a Compression Agreement with Company.

6.3 Pressure Regulation. If the pressure of customer's Gas at a Receipt Point is or becomes too high for the safe and efficient operation of the Gathering System in the vicinity of the Receipt Point, Company shall use reasonable efforts to notify customer or an operator of a well for whom customer is acting, of the overpressure location, but shall not be obligated to regulate the pressure or control the flow of Gas to reduce such pressure, to continue to receive Gas at such point until the situation is rectified, or to install, operate and maintain necessary equipment and facilities to protect Company's system and connected wells and other facilities from over-pressurization resulting from any cause.

7. Gas Quality

7.1 Specifications. All Gas tendered by customer for gathering in the Gathering System at the Receipt Point(s) shall conform to all Company's "Quality Specifications" set forth below, as may be reasonably amended from time to time via Company's EBB to ensure that Company may deliver Gas in accordance with the then-applicable gas quality specifications of the Downstream Transporter(s) to which customer's Gas is delivered. If the applicable Downstream Transporter at any Delivery Point modifies its applicable gas quality specifications, Company shall be entitled, in its initial discretion, to modify its own Quality Specifications as necessary, by means of notice to customer via Company's EBB.

(a) Hydrogen Sulfide and Total Sulfur: The Gas shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred cubic feet and not more than twenty grains total sulfur or sulfur compounds per one hundred cubic feet.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(b) Carbon Dioxide, Nitrogen, Non-Hydrocarbons: The Gas shall contain not more than three percent (3%) by volume of carbon dioxide, not more than four percent (4%) by volume of nitrogen, and shall contain not more than five percent (5%) by volume of combined non-hydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen.

(c) Oxygen: The Gas shall not contain in excess of two-tenths of one percent (0.2%) by volume of oxygen, and customer agrees to exercise every reasonable effort to keep the Gas completely free of oxygen.

(d) Dust, Gums, etc.: The Gas shall be free of objectionable odors, dust, gum, dirt, impurities and other solid or liquid or hazardous matter which might interfere with its merchantability or cause injury to or interfere with proper operation of the facilities, lines, regulators, meters or other appliances through which it flows.

(e) Bacteria: The Gas and any associated liquids shall not contain any active bacteria or bacterial agent capable of contributing to or causing operational problems. Bacteria or bacterial agents include, but is not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). If evidence of bacteria is discovered, Customer shall, upon Company's request, test for bacteria or bacterial agents. Such tests shall be conducted on samples taken from the meter run or other appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Company which is currently available or may become available at any time.

(f) Water and Liquids: Gas received in Company's system shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the Gas is delivered; and shall not contain water in vapor in excess of the quantity required for saturation of the Gas at the temperature and pressure of the Gas in Company's facilities. Gas received in any dry portion of the Company's Gathering System shall not contain any hydrocarbons which might condense to free liquids in Company's system under normal conditions. Gas received in any wet portion of the Company's Gathering System shall not contain more than twenty (20) pounds of water in vapor phase per one million cubic feet, if the Gas is received by Company on the discharge side of Company's field stations.

(g) Total Heating Value: The Gas received shall have a Total Heating Value which is not less than 1100 Btu per cubic foot on the wet portions of the Company's Gathering System, and shall have a Total Heating Value which is not less than 967 Btu per cubic foot and which does not exceed 1100 Btu per cubic foot on the dry portions of the Company's Gathering System.

Company shall have the right, but not the obligation, to designate quality specifications at a particular Receipt Point that may be more lenient than its generally applicable Quality Specifications, provided that such Gas blends with the Gas in the Gathering System to meet the Quality Specifications. Acceptance of such Gas by Company shall be at its initial discretion. Company's acceptance of such Gas tendered by Customer on a particular Gas Day does not constitute a waiver by Company of its right to refuse to accept Non-Specification Gas on another Gas Day; provided, however, that Company shall provide Customer with reasonable prior notice before refusing to accept the Non-Specification Gas that Company had previously agreed to accept.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

7.2 Testing and Sampling. Company shall have the right to test Gas at any Receipt Point from which Gas is tendered to Company pursuant to this Rate Schedule to ensure that the Gas produced meets the Quality Specifications. Customer or its designee shall have the right to witness all sampling of the Gas delivered hereunder, and to inspect any equipment used in determining the nature or quality of the Gas. Upon request by customer, Company shall make a reasonable effort to notify customer in writing and in advance of any such Gas sampling, so that customer or its designee may be present. Customer shall have the right to take duplicate samples or conduct simultaneous tests, and if a difference is noted, customer may request a sample be taken and analyzed by an independent third party, such sampling or tests to be at customer's cost and expense.

7.3 Non-Conformance. If customer's Gas offered for receipt by Company hereunder shall fail at any time to conform to any of the Quality Specifications, then Company shall notify customer, and Company may, at its option, refuse to accept delivery pending correction. Upon customer's failure promptly to remedy any lack of conformity with the Quality Specification, then Company may accept delivery of such Gas and may, subject to notification to customer, make changes necessary to bring such Gas into conformity with such specifications, and customer agrees to and shall reimburse Company for any reasonable expense incurred by it in effecting such changes.

7.4 Possession and Indemnification. Company shall not be considered to have taken possession of customer's Gas if the Gas does not conform with the Quality Specifications. If customer delivers Gas of non-conforming quality to Company, customer shall be responsible for, and shall indemnify, defend, and hold Company harmless from and against any and all suits, actions, damages, costs, losses, expenses, and liability for injury to, or death of persons or damage to property of Company or third persons resulting therefrom. Customer shall reimburse Company for any costs, liabilities, losses and expenses incurred by Company as a result of customer's non-compliance with the Quality Specifications; provided, however, that customer shall not be responsible for, nor shall customer indemnify Company, for any damages, claims, actions, costs, losses or expenses that are a result of Company's gross negligence or willful misconduct. Notwithstanding anything herein to the contrary, customer shall have no obligations pursuant to this Section 7.4 relating to a specific suit, action, damage, cost, loss, or expense resulting from customer's non-compliance with the Quality Specifications if Company was aware of such non-compliance and failed to provide notice to customer of such matter pursuant to Section 7.3 above.

8. Measurement

8.1 Measurement Unit, Quantity and Heating Value Determinations. The unit of Gas deliverable hereunder shall be one Dt, measured in accordance with generally acceptable industry standards, as determined by Company. The quantity and heating value of Gas received or delivered by Company shall be determined in accordance with generally acceptable industry standards, as determined by Company.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

8.2 Ownership and Operation of Measurement Equipment

(a) Unless otherwise agreed, Company shall install, operate and maintain all measuring equipment required for purposes of service under this Rate Schedule. The quantity of Gas delivered hereunder shall be measured in accordance with the published recommendations of the A.G.A. as amended or superseded from time to time.

(b) As between Company and customer with respect to Receipt Points, customer shall reimburse Company for all costs incurred by Company to construct and install any facilities required, new or replacement metering actual facilities to receive customer's natural gas into the Gathering System. Customer will reimburse Company for the cost of such facilities prior to Company commencing or continuing service hereunder. Upon verification of proper documentation of customer's ownership of metering facilities by Company (Party that paid for such facilities shall be the owner of said facilities), customer may, upon Company's reasonable instructions, remove such facilities upon termination of the Receipt Point.

(c) Customer may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Company's measuring equipment.

8.3 Low Volume and Shared Receipt Points

(a) If total deliveries of Gas to Company at a Receipt Point fall below an average daily flow rate of 2,400 actual cubic feet, Company may employ any reasonable means of measuring such receipts, including estimates, but Company makes no representation or warranty as to its ability to accurately measure receipts of such low volumes.

(b) For any Receipt Point shared with other customers, such customer's customers must provide to Company the designated "Point Operator" for such Receipt Point. The designated Point Operator will be responsible for allocating quantities to the appropriate customers behind the Receipt Point.

(c) Uneconomic Facilities. If in Company's reasonable judgment, it is uneconomical to continue to operate a facility on which a Receipt Point(s) is located, Company has the right to remove such facilities from service. If total deliveries of Gas to Company at a Receipt Point fall below an average daily quantity of ten (10) Dt for any thirty (30) Day period, Company may remove such facilities from service unless customer or its supplier(s) at such Receipt Point, agrees to assume responsibility for the Receipt Point measurement, subject to the measurement operation requirements contained in a Meter Operating Agreement.

(C) Indicates change in text of regulations

(C) RATE SCHEDULE
PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

8.4 Meter Testing and Access to Tests and Records

(C) (a) The accuracy of Company's measuring equipment shall be verified by Company at reasonable intervals, and, if requested, in the presence of representatives of customer, but Company shall not be required to verify the accuracy of such equipment more frequently than once every ninety (90) days. Subject to that limitation, in the event either Party shall notify the other that it desires a special test of any measuring equipment, the Parties shall cooperate to secure a prompt verification of the accuracy of such equipment.

(C) (b) Company and customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring or checking the measurement of deliveries hereunder. The records from such equipment shall remain the property of their operator, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.

8.5 Failure of Meters. In the event a meter is out of service or registering inaccurately, the quantity of Gas delivered hereunder shall be determined:

(a) By using the registration of any check meter or meters installed in accordance with industry practice, and accurately registering; or, in the absence of (a):

(b) By correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or, in the absence of both (a) and (b):

(c) By estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.

8.6 Meter Correction, Metering Record Preservation, Data Corrections.

(a) If, upon test, any measuring equipment is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder, but such equipment shall be adjusted at once to record correctly. If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of six (6) Months.

(C) (b) Company, third-party measurement processor, and producer shall preserve for a period of at least three (3) years all test data, charts and other similar records.

(C) (c) Measurement data corrections should be processed within six (6) Months of the production Month (or upon completion of a meter test) with a three (3) Month rebuttal period, unless mutually agreed otherwise. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

9. Billing and Payment

9.1 Billing

(a) Company shall render bills and imbalance statements on or before the ninth Business Day of each Month for all services hereunder.

(b) Both Company and customer shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made hereunder.

(c) The sequence of Gas passed through the meter for billing purposes shall be in accordance with the scheduling priorities set forth in Section 4.3 above.

9.2 Payments

(C) (a) If any payment is due, customer agrees to pay Company by wire transfer of federal funds as directed by Company from time to time in writing to customer, unless Company and customer mutually agree upon a method of payment other than wire transfer which will result in timely receipt of payment by Company. All payments shall include reference to the related invoice number(s) and are due within ten (10) days of the date that Company renders its bill, except when such day is not a business day, in which case payment is due the following business day. Payment shall be made for all services hereunder and billed by Company in a statement for such Month, according to the measurements, computations, and prices herein provided.

(C) (b) If Company fails to receive full payment of any portion of any bill for services hereunder, as herein provided when such amount is due, Company shall charge the penalty set forth in the Delayed Payment Charge section in this Rate Schedule PGAS (see Tariff Sheet No. 73).

(C) (c) If customer's failure to pay continues for thirty (30) days after payment is due, Company, in addition to any other remedy it may have (including the right of setoff), may suspend service to customer and shut in production connected to the customer's aggregation pool until such amount is paid; provided, however, that if customer in good faith shall dispute the amount of any such bill or parts thereof and shall pay to Company such amounts as customer concedes to be correct and provide documentation identifying the basis for the dispute, and at any time thereafter, within thirty (30) days of a demand made by Company, customer shall furnish a good and sufficient surety bond to secure payment to Company of the amount ultimately found due upon such bills after a final determination which may be reached either by mutual agreement or court judgment, then Company shall not be entitled to suspend service on account of such disputed claim while so secured. To the extent that customer prevails in a legitimate billing dispute after Company demanded and customer obtained a surety bond to avoid suspension of service, Company shall reimburse customer for the reasonable and customary costs of obtaining such a surety bond in the amount required to secure the disputed payments to Company. If customer's failure to pay continues for ninety (90) days after undisputed payment is due, Company, in addition to any other remedy it may have (including the right of setoff), may terminate service to customer and terminate production meters connected to the customer's Pool.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(C) (d) Delay in rendition of a bill shall not excuse customer from its obligation to pay for services provided by Company. If rendition of a bill to customer by Company is delayed after the ninth business day of the month, then the time of payment shall be extended for one day for each day of such delay, unless customer is responsible for the delay in billing.

9.3 Prior Period Adjustments. Prior period adjustment time limits are six (6) Months from the
(C) date of the Company's invoice, with a three-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The Parties' other statutory or contractual rights shall not otherwise be diminished by this Section 9.3.

10. Warranties

10.1 Customer's Warranty. Customer warrants that customer, its principal or its successors and assigns will at the time of delivery to Company have good and merchantable title to or good right to deliver all Gas delivered, free and clear of all liens, encumbrances and claims whatsoever. Customer will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses of any kind arising from or out of adverse claims of any or all persons to said Gas, including claims for any royalties, taxes, license fees or charges.

10.2 Other Warranties. EXCEPT AS SET FORTH IN THIS SECTION 10, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE GAS DELIVERED AND REDELIVERED HEREUNDER.

11. Possession of Gas; Indemnifications

11.1 Property and Commingling. All customer's Gas delivered into the Gathering System shall be and remain the property of customer. In no event shall Company take title to any Gas delivered to it. Title and/or rights to all customer's Gas delivered by customer to Company hereunder will remain with customer during possession by Company; provided, however, it is understood and agreed that such Gas shall constitute part of the supply of Gas from all sources to the Gathering System and, as such, Company shall, subject to its obligation to deliver thermally equivalent volumes of Gas, have the absolute and unqualified right to commingle such Gas, and to redeliver molecules different from those delivered by customer.

11.2 Upstream and Downstream Transportation Excluded. As between the Parties hereto, customer shall be responsible for capacity nominations, transportation and the ultimate sale of the Gas downstream from the Delivery Point(s) and payment of all charges relating thereto. Customer also shall be responsible for gathering and transportation, if any, upstream to the Receipt Point(s) and payment of all charges relating thereto. Company shall have no liability for any transportation of Gas upstream of the Receipt Point(s) or downstream of the Delivery Point(s).

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

11.3 Party in Possession. As between the Parties hereto, customer shall control and possess the Gas that is subject to service under this Rate Schedule at all times prior to and until delivery to Company at the Receipt Point(s) and after redelivery by Company to customer at the Delivery Point(s). Company shall control and possess the Gas that is subject to service under this Rate Schedule at all times after delivery thereof by customer to Company at the Receipt Point(s) and until redelivery by Company to customer at the Delivery Point(s).

11.4 INDEMNIFICATION. TO THE EXTENT NOT SPECIFIED ELSEWHERE IN THIS RATE SCHEDULE, EACH PARTY SHALL BEAR RESPONSIBILITY FOR ALL OF ITS OWN BREACHES, TORTIOUS ACTS, OR TORTIOUS OMISSIONS CONNECTED IN ANY WAY WITH SERVICE UNDER THIS RATE SCHEDULE CAUSING DAMAGES OR INJURIES OF ANY KIND TO THE OTHER PARTY OR TO ANY THIRD PARTY, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES. THEREFORE, THE OFFENDING PARTY AS A RESULT OF SUCH OFFENSE SHALL RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE NON-OFFENDING PARTY AGAINST ANY CLAIM, LIABILITY, LOSS OR DAMAGE WHATSOEVER SUFFERED BY THE NON-OFFENDING PARTY OR BY ANY THIRD PARTY. AS USED IN THIS SECTION 11.4, THE PHRASE "DAMAGES OR INJURIES OF ANY KIND" SHALL INCLUDE WITHOUT LIMITATION ACTUAL DAMAGES, LITIGATION EXPENSES, COURT COSTS, AND ATTORNEYS' FEES; AND THE PHRASE "TORTIOUS ACTS OR TORTIOUS OMISSIONS" SHALL INCLUDE WITHOUT LIMITATION SOLE OR CONCURRENT SIMPLE NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, AND INTENTIONAL ACTS OR OMISSIONS.

11.5 LIMITATIONS. Notwithstanding any other provision in this Rate Schedule to the contrary, neither Party will be released, indemnified or defended to the extent of its own negligence or willful misconduct. No language in this Rate Schedule is intended to provide indemnification greater than permitted by applicable law. If any limitations upon indemnification are imposed by applicable law, then such limitations are incorporated into this Rate Schedule.

12. Taxes and Royalty Payments.

(a) Company will bear sole responsibility and liability for payment of all valid municipal, tribal, local, county, state, or federal taxes, fees, and charges (and any penalties and interest thereon), including corporate income taxes that are lawfully levied and/or imposed upon Company with respect to the services provided by Company and/or associated facilities related to those services.

(b) As between customer and Company, customer will bear sole responsibility and liability for payment of all valid municipal, tribal, local, county state, or federal taxes, fees, and charges (and any penalties and interest thereon) which are applicable to customer's Gas, as such taxes are or may in the future be constituted, including any energy or Btu taxes applicable to customer's Gas. If Company is required to pay such taxes for any reason, customer will reimburse Company for all such payments.

(c) Company is not responsible and liable for any and all royalty payments owed to any person or entity with respect to customer's Gas. Company shall not have any responsibility or liability for any royalty payments as to customer's Gas, and customer shall release, defend, indemnify and hold Company harmless against any such royalty payments.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

13. Creditworthiness

(C) 13.1 Creditworthiness and Financial Assurance. Company shall not be required to continue service to customer if customer fails to meet the creditworthiness criteria set forth in this Section. If Company determines in its reasonable discretion that customer is not creditworthy and may not be able to carry out its obligations under this Rate Schedule, Company shall provide a written basis for its creditworthiness determination and customer shall, within fifteen (15) business days of receipt of such notice, be required to demonstrate its creditworthiness by meeting the following criteria:

(a) At Company's reasonable request, each customer shall complete and sign a "Confidential Request for Certain Credit & Financial Information," supplied by Company, which shall include customer's legal structure; its officers, partners, or proprietors, its previous suppliers; trade references; bank references; recent financial statements; and other credit information considered relevant by Company. The results of reference checks must show that customer's obligations are being paid on a reasonably prompt basis and that the customer has sufficient assets to warrant the extension of unsecured credit. This form is not required on subsequent requests for service unless there is a substantial change in customer's financial or operational conditions, i.e., change in management, change in ownership. Trade and bank references may be requested annually.

(b) At Company's request, customer must provide its most recent audited twelve-Month financial statements (including balance sheet, income statement, cash flow statement and accompanying notes) on an annual basis. If audited financial statements are not available, then customer must provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of customer's financial condition. Annual reports, 10-K reports, filings with regulatory agencies and any reports from credit reporting agencies which are available will be analyzed. Current financial information must be provided not less than annually for purposes of determining creditworthiness. Company shall apply consistent evaluative practices to determine acceptability of the customer's overall financial condition, working capital and profitability trends.

(c) Customer 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 customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, but only with adequate assurances that the billing will be paid promptly as a cost of administration under the federal court's jurisdiction.

(d) Customer 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 customer's ability to remain solvent.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(C) (f) If any of the events or actions described in Sections 13.1 (c), (d), or (e) shall be initiated or imposed during the terms of service hereunder, customer shall provide notification thereof to Company within two (2) working days of any such initiated or imposed event or action.

(g) If customer has an ongoing business relationship with Company, no delinquent balances should be consistently outstanding for billings made previously by Company and customer 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 may be conducted at least annually or where there is a bona fide basis for questioning customer's creditworthiness.

13.2 Assurance of Payment. If a customer fails or refuses to demonstrate creditworthiness based on the criteria set forth in Section 13.1, such customer may still obtain service hereunder if customer provides adequate assurance of payment to Company in a form and amount satisfactory to Company. Such forms of adequate assurance of payment may include a security deposit, prepayments, irrevocable letter of credit drawn upon a bank acceptable to Company; or a guarantee by a person or another entity which satisfies the credit appraisal; or such other security as is mutually acceptable to both Company and customer.

14. Force Majeure

14.1 Suspension of Obligations. In the event of either Party being rendered unable wholly or in part by Force Majeure to carry out its obligations under this Rate Schedule, other than the obligation to make payments when due or each Party's indemnification obligations hereunder (which shall not be relieved), it is agreed that on such Party's giving notice and full particulars of such Force Majeure to the other Party by written notice, electronic transmission, telephone, Company's EBB, or other means, within a reasonable time after the occurrence of the cause relied on, the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Neither Party shall be liable in damages to the other for any act, omission, nor circumstances occasioned by or in consequence of Force Majeure.

14.2 Definition. The term "Force Majeure" as employed in this Rate Schedule shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests and priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military entity, civil or military disturbances, explosions, breakage, accidents or unscheduled or emergency repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural gas wells including storage wells, partial or entire failure of natural gas reservoirs, including, without limitation, storage reservoirs, inability to obtain or unavoidable delay in obtaining material and equipment, and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension, which by due diligence such Party is unable to overcome.

(C) Indicates change in text of regulations

(C) RATE SCHEDULE
PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

15. Miscellaneous.

15.1 Limitation of Liability. The liabilities of the Parties hereunder shall be limited to direct damages only, and, such direct damages shall be the sole and exclusive remedy hereunder and all other remedies or damages at law or in equity are waived. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGE OF ANY NATURE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH DAMAGES ARISE FROM OR RELATE TO A PARTY'S NEGLIGENCE.

16. Definitions. The following terms shall have the following meanings when used in this Rate Schedule PGAS:

(a) Btu means a British thermal unit, which is equal to 1,055.056 joules. "MMBtu" means one million (1,000,000) Btus.

(C) (b) Business Day means Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Clock Time (ECT), excluding any day in which United States federal banks are generally closed in observance of a holiday.

(c) Day or Gas Day means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time (CCT) on any calendar day.

(d) Delivery Point(s) means the point(s) of interconnections, between the Gathering System and the any point(s) of interconnection with a Downstream Transporter, at which Company shall deliver Customer's Gas to Customer or for Customer's account.

(e) Dt, dt or dth means dekatherm and shall be the quantity of heat energy equal to 1,000,000 Btus.

(f) Downstream Transporter means any gatherer, intrastate or interstate pipeline directly connected to the Gathering System downstream of the Delivery Point(s).

(g) EBB means Company's electronic bulletin board. The EBB consists of two components, the Informational Postings and the Customer Activities , which are both available on the Gastar website.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(C) (h) Fuel means the quantity of Gas used or consumed in the operation of the Gathering System, including Gas consumed in compressor stations and dehydration facilities, including compressor stations owned by third parties (including, but not limited to DGP and Equitrans) with whom the Company has contracted with to own, operate and/or maintain compression. Fuel includes but may be separately referred to in this Rate Schedule as Lost and Unaccounted for Gas or LAUF, which is an amount for all Gas lost as a result of, but not limited to, leaks, venting, purging and other losses, discrepancies due to metering inaccuracies, variations of temperatures, pressure, composition and other variants, and other physical and operational circumstances including the natural condensation of liquid hydrocarbons.

(i) Gas or Natural Gas means natural gas as produced from wells in its natural state, including all of the hydrocarbon constituents and inert constituents thereof.

(C) (j) Gathering System means the Company's pipeline and related facilities that will be operated by Company for the purpose of receiving Gas at the Receipt Points and redelivering it to the Delivery Points, initially being the gathering and appurtenant facilities acquired by the Company from DGP and Equitrans.

(k) Interruptible means service that is subject to interruption by Company and, if applicable, is subject to a prior and higher claim by another customer or class of customers, without liability, as set forth herein.

(l) Mcf means the volume of dry gas that occupies one thousand (1,000) cubic feet at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 pounds per square inch absolute (p.s.i.a.); "MMcf" means one thousand (1,000) Mcfs.

(C) (m) Month means a period beginning at 9:00 a.m. CCT on the first of a calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.

(n) Pool means an accounting aggregation of the receipts of customer's Gas from the Receipt Point(s).

(o) Receipt Point(s) means the point or points located on the Gathering System, and any future mutually agreeable point(s) of interconnection, where customer delivers Gas to the Gathering System.

(p) Retention means the volume of Customer Gas retained in kind from customer's Receipts at Receipt Point(s) to reimburse the Company for Fuel and LAUF.

(q) Thermal Content means the product of the volume of Gas delivered at the Receipt Points by customer and the Total Heating Value of such Gas, adjusted to a same pressure base of 14.73 psia, and expressed in Dt.

(C) Indicates change in text of regulations

RATE SCHEDULE
(C) PRODUCTION GATHERING AND AGGREGATION SERVICE ("PGAS") (Cont.)

(C) (r) Total Heating Value means the number of British thermal units produced by the combustion, at constant pressure, of the amount of anhydrous gas which would occupy a volume of one cubic foot at a temperature of sixty (60) degrees F and dry and under an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch, equivalent to 101.325 kPa and fifteen (15) degrees C, and dry, with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air, and when the water formed by combustion is condensed to the liquid state. The standardized reporting basis for gigacalorie shall be 1.035646 Kg/cm2 and fifteen and six tenths (15.6) degrees C and dry.

(N) (s) Meter means any type of meter on the Gathering System that measures gas delivered into the Gathering System.

(C) Indicates change in text of regulations
(N) Indicates new rates or regulations