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.

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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

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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