HOPE GAS RETIREE HEALTH AND WELFARE BENEFIT PLAN

HEALTH REIMBURSEMENT ARRANGEMENT

SUMMARY PLAN DESCRIPTION

FOR

EMPLOYEES REPRESENTED

BY

THE UNITED GAS WORKERS' UNION,

LOCAL 69,

UWUA, AFL-CIO

Effective January 1, 2026

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I. INTRODUCTION

Hope Gas, Inc. (the "**Company**") has established a Health Reimbursement Arrangement (the "**HRA**") under the Hope Gas Retiree Health and Welfare Benefit Plan (the "**Retiree Health and Welfare Plan**") for the benefit of Eligible Retirees. The purpose of the HRA is to reimburse Eligible Retirees for certain insurance premiums and medical expenses which are not otherwise reimbursed by any other plan or program. The HRA is intended to qualify as a self-insured medical reimbursement plan for purposes of Sections 105 and 106 of the Internal Revenue Code, as amended (the "**Code**"), as well as a health reimbursement arrangement as defined in IRS Notice 2002-45.

This Health Reimbursement Arrangement Summary Plan Description (the "**HRA SPD**") describes HRA benefits for eligible full-time Company employees who are represented by The United Gas Workers' Union Local 69, UWUA, AFL-CIO (the "**Union**"). The Summary Plan Description for the Retiree Health and Welfare Plan's HRA for Union employees consists of the HRA SPD and the Additional Information Summary Plan Description for Employees Represented by The United Gas Workers' Union, Local 69, UWUA, AFL-CIO (the "**Additional Information SPD**").

The HRA benefits described in this HRA SPD are pursuant to provisions of a collective bargaining agreement entered into between the Company and the Union and agreements between the Company and the Union dated August 22, 2023 and December 13, 2023. You may obtain copies of the collective bargaining agreement and the August 22, 2023 and December 13, 2023 agreements from your Union representative or the Plan Administrator by submitting a written request. The collective bargaining agreement and the August 22, 2023 and December 13, 2023 agreements are also available for inspection at the principal office of the Plan Administrator.

Benefits described in this HRA SPD are as in effect on January 1, 2026. The Company may subsequently provide additional materials that supplement, update or amend the HRA SPD.

II. GENERAL INFORMATION ABOUT THE HRA

Q.1. *What is the purpose of the HRA?*

The purpose of the HRA is to reimburse Participants for Eligible Medical Expenses (as defined in Q-12) which are not otherwise reimbursed by any other plan or program. Reimbursements for Eligible Medical Expenses paid by the HRA generally are excludable from the Participant's taxable income. See Q-2 through Q-6 for information about who may qualify as a "Participant."

Q.2. *What are the eligibility requirements to participate in the HRA?*

Full-time Company employees who are represented by the Union are eligible to participate in the HRA if they satisfy the requirements of an "**Eligible Retiree."** The eligibility requirements differ for employees who, for purposes of the HRA, were employees as of March 22, 2017 and employees hired on or after March 23, 2017.

Employees as of March 22, 2017. If you were an active Union employee of the Company for purposes of the HRA as of March 22, 2017 and retire from the Company on or after April 1, 2023, the eligibility requirements to be an Eligible Retiree are:

- You must be at least age 58 and have at least 10 years of service for purposes of the Hope Gas Pension Plan (the "**Pension Plan**") as of the date you retire from the Company;
- You must timely elect and continuously enroll in retiree medical coverage under the Retiree Health and Welfare Plan;
- You must commence Pension Plan benefits immediately upon retirement from the Company; and
- You must be at least age 65 and eligible for Medicare.

Employees hired on or after March 23, 2017. If your date of employment with the Company for purposes of the HRA is or after of March 23, 2017, the eligibility requirements to be an Eligible Retiree are:

- You must be at least age 58 as of the date you retire from the Company;
- You must have at least 10 years of service after age 45 for purposes of the Pension Plan as of the date you retire from the Company;
- You must retire from the Company; and
- You must be eligible for Medicare

Once you become an Eligible Retiree, the next step is to enroll in retiree medical coverage under the Retiree Health and Welfare Plan by contacting **Via Benefits** (also referred to as the **HRA Administrator**):

Via Benefits
38 East Scenic Point Drive, Suite 200
Draper, Utah 84020
(800) 849-3345
my.viabenefits.com/hopegas

You must contact Via Benefits for enrollment in retiree medical coverage at least 60 days prior to becoming Medicare eligible.

You will also be able to change your retiree medical elections during the annual Medicare Open Enrollment period, which is usually on or about October 15th through December 7th.

Q.3. ***Can my spouse participate in the HRA?***

Your spouse is eligible to participate in the HRA if they satisfy the requirements of an "**Eligible Spouse**." Your spouse is an Eligible Spouse if:

- You are an Eligible Retiree;
- You were legally married to your spouse when you retired from the Company and have been continuously married since that time; and
- You timely elected and have continuously enrolled your spouse for retiree medical coverage under the Retiree Health and Welfare Plan.

An Eligible Spouse may continue to participate in the HRA after the death of an Eligible Retiree; provided that all other participation and eligibility criteria are satisfied.

Q.4. *Can my dependents participate in the HRA?*

Except for an Eligible Spouse or Eligible Disabled Child, your dependents will not receive separate Stipend Credits as a Participant in the HRA. However, you are entitled to HRA reimbursement for Eligible Medical Expenses you incur on behalf of an "**Eligible Dependent**," which for purposes of the HRA generally includes (i) your Eligible Spouse, (ii) any individual who is your dependent for federal income tax purposes as of the date you retire from the Company, and (iii) your children under age 26. You may be required to provide proof of dependent status upon request by the HRA Administrator, and failure to provide such proof may result in a delay or denial of benefits.

HRA reimbursements may be available for Eligible Medical Expenses for a child of yours (as defined by applicable state law) in accordance with a Qualified Medical Child Support Order ("**QMCSO**"), to the extent the QMCSO does not require coverage not otherwise offered under the HRA. The HRA Administrator will determine whether the order is a QMCSO in accordance with the HRA's QMCSO procedures, and will notify both you and the affected child once a determination has been made. You may request a copy of the HRA's QMCSO procedures, free of charge, by contacting the HRA Administrator.

Q.5. *How can my children receive medical coverage during my retirement?*

Please refer to the Retiree Health and Welfare Plan's summary plan description for retiree medical coverage for any provisions that may be applicable to your dependent children.

Q.6. *What if I have a permanently disabled child?*

An Eligible Retiree's dependent child who is permanently disabled is eligible to participate in the HRA if they satisfy the requirements of an "**Eligible Disabled Child**." A child is an Eligible Disabled Child if:

- They have attained age 65;
- You timely elected and have continuously enrolled them for dependent medical coverage under the Retiree Health and Welfare Plan; and
- They have been eligible for dependent medical coverage at all times that they have been enrolled for dependent medical coverage under the Retiree Health and Welfare Plan.

An Eligible Disabled Child who becomes an HRA Participant may receive annual Stipend Credits equal to the applicable spousal HRA Stipend Credit.

Please also refer to the Retiree Health and Welfare Plan's summary plan description for retiree medical coverage for any coverage provisions that may be applicable to a dependent child who is permanently disabled.

Q.7. *When do I actually become a Participant in the HRA?*

An Eligible Retiree, Eligible Spouse, or Eligible Disabled Child becomes a Participant in the HRA as of the date they satisfy the following requirements:

- They have enrolled in Medicare;
- They have obtained coverage under an individual medical insurance policy through Via Benefits; and
- All enrollment forms and procedures required by the HRA Administrator for participation in the HRA have been completed.

Q.8. ***What if I am already age 65 (or my spouse is already age 65) when I retire from the Company?***

If you or your spouse are already age 65 when you retire from the Company and you are an Eligible Retiree, you or your spouse (as applicable) must enroll for medical coverage under the Retiree Health and Welfare Plan, which must be effective no later than the first day of the month following your retirement date.

Example: You are at least age 65 as of August 31st, and you are enrolled for medical coverage under the Company's Health and Welfare Benefit Plan for active Union employees. Your last day of employment is August 31st, and your retirement is effective September 1st. Your active employee coverage will continue through the end of September, and you should enroll in a medical plan under the Retiree Health and Welfare Plan so that it is effective by October 1st. If neither you nor your spouse was at least age 65 as of August 31st, your active employee coverage would have continued only through the end of August, and you would be required to elect the Company's pre-65 medical coverage under the Retiree Health and Welfare Plan effective September 1st.

Q.9. ***How does the HRA work?***

As of the first day of each Plan Year, the Company will allocate Stipend Credits to your HRA account. You and your Eligible Spouse will each receive separate annual Stipend Credit allocations. All contributions to the HRA and allocations to your HRA account are made by the Company. Participants cannot contribute to the HRA.

The "**Plan Year**" begins each January 1st and ends the following December 31st. In your first year as a HRA Participant, your Stipend Credit will be prorated as described in Q-10 below, unless your retirement is effective on January 1st.

You are entitled to reimbursement from the HRA for Eligible Medical Expenses to the extent of Stipend Credit allocations available under your HRA account. If you have unused Stipend Credits in your HRA account at the end of a Plan Year, they may be carried over and available for use in a future year.

Your Stipend Credits are merely a bookkeeping account on the Company's records; the HRA and your stipend Credits are not funded and do not bear interest or accrue earnings of any kind. All benefits under the HRA are paid entirely from the Company's general assets; however, the Company's payment of HRA reimbursements may be funded by the Section 401(h) Account under the Pension Plan.

Q.10. ***What is the amount of my annual Stipend Credit?***

The amount of your 2026 annual Stipend Credits is based on your age, and as set forth on Appendix B. Additionally, you will receive the Supplemental Annual Stipend Credit as described below and in Appendix B. These are annual amounts, which will be prorated for the number of months in the Plan Year in which you participate in the HRA. For example, if you begin

participating in the HRA on November 1, 2026, you will receive 2/12 of the annual Stipend Credit amount for the Plan Year beginning January 1, 2026, which will be credited to your HRA account as of November 1, 2026.

The Supplemental Annual Stipend Credit is credited to the HRA of either the Eligible Retiree or their Eligible Spouse. If an Eligible Retiree has no Eligible Spouse or reaches age 65 before their Eligible Spouse, the Supplemental Annual Stipend Credit is credited to the Eligible Retiree's HRA. If the Eligible Spouse reaches age 65 before the Eligible Retiree, or if the Eligible Retiree has died when the Eligible Spouse begins participating in the HRA, it is credited to the Eligible Spouse's HRA.

Keep in mind that HRAs can be used to pay for Eligible Medical Expenses incurred by any Eligible Dependent, including a spouse. Therefore, amounts credited to the Eligible Retiree's HRA can be used by the Eligible Spouse, and amounts credited to the Eligible Spouse's HRA can be used by the Eligible Retiree.

Q.11. *Will my annual Stipend Credit keep up with rising medical costs?*

The Company will adjust the Retiree and Spousal Stipend Credit amounts each year to keep up with medical care inflation, as reflected in the medical consumer price index published by the Bureau of Labor Statistics for the 12-month period ending each June. The Supplemental Annual Stipend Credit is not required to be indexed.

Q.12. *What is an "Eligible Medical Expense"?*

An "**Eligible Medical Expense**" for purposes of the HRA is an expense incurred by you, your Eligible Spouse or any Eligible Dependent for medical care, as that term is defined in Code Section 213(d) (generally, expenses related to the diagnosis, care, mitigation, treatment or prevention of disease).

Examples of Eligible Medical Expenses include:

- Premiums for medical, prescription drug, dental, vision or long-term care insurance;
- Dental expenses;
- Dermatology;
- Physical therapy;
- Contact lenses or glasses used to correct a vision impairment;
- Chiropractor treatments;
- Hearing aids; and
- Wheelchairs.

Examples of items that are <u>not</u> Eligible Medical Expenses include:

- Out-of-pocket expenses for prescription drugs and insulin (remember that your insurance premiums for prescription drug coverage are Eligible Medical Expenses);
- Baby-sitting and childcare;
- Long-term care services;

- Cosmetic surgery or similar procedures (unless the surgery is necessary to correct a deformity arising from a congenital abnormality, accident or trauma, or disfiguring disease);
- Funeral and burial expenses;
- Household and domestic help;
- Massage therapy;
- Custodial care;
- Health club or fitness program dues; and
- Cosmetics, toiletries, toothpaste, etc.

For more information on items are and are not Eligible Medical Expenses, consult IRS Publication 502, *Medical and Dental Expenses*, under the headings *What Medical Expenses Are Includible* and *What Expenses Aren't Includible*. (Be careful in relying on this Publication, however, as it is specifically designed to address what medical expenses are deductible on Form 1040, Schedule A, not what is reimbursable under a health reimbursement account.) If you need more information regarding whether an expense is an Eligible Medical Expense, contact the HRA Administrator.

Only Eligible Medical Expenses incurred while you are a Participant in the HRA may be reimbursed from your HRA. Eligible Medical Expenses are "incurred" when the medical care is provided. Thus, an expense that has been paid but not incurred (e.g., pre-payment to a physician) will not be reimbursed until the services or treatment giving rise to the expense has been provided.

The following expenses may not be reimbursed from the HRA:

- expenses incurred for qualified long-term care services;
- expenses incurred *prior to the date* that you became a Participant in the HRA;
- expenses incurred *after the date* that you cease to be a Participant in the HRA;
- expenses that have been reimbursed by another plan or for which you plan to seek reimbursement under another health plan; and
- any other expenses specifically identified as excluded.

Q.13. *How do I obtain prescription drug coverage?*

Contact Via Benefits for assistance is selecting prescription drug coverage at the same time that you enroll for retiree medical coverage. Depending on the retiree medical coverage you select, prescription drug coverage may be included in your retiree medical coverage or it may be in a separate prescription drug coverage plan.

Your HRA can be used to reimburse premiums for prescription drug coverage purchased through Via Benefits.

Q.14. *When does HRA participation end?*

You will cease being a Participant in the HRA on the earlier of:

- the date you cease to be an Eligible Retiree for any reason;
- the date you are rehired as an active Company employee;
- the date you cease to be eligible for Medicare;

- the date you are no longer enrolled in a Via Benefits plan; or
- your date of death.

Participation for an Eligible Spouse ceases on the earlier of:

- the date the spouse is no longer an Eligible Spouse for any reason;
- the date the spouse ceases to be eligible for Medicare;
- the date the spouse and the Eligible Retiree divorce;
- the date the spouse is no longer enrolled in a Via Benefits plan;
- the date the Eligible Retiree is rehired as an active Company employee; or
- the date of the spouse's death.

Participation for an Eligible Disabled Child ceases on the earlier of:

- the date the child is no longer an Eligible Disabled Child for any reason;
- the date the child ceases to be eligible for Medicare;
- the date the child is no longer enrolled in a Via Benefits plan;
- the date the Eligible Retiree is rehired as an active Company employee; or
- the date of the child's death.

You may not obtain reimbursement for any Eligible Medical Expenses incurred after the date your eligibility ceases. You have 180 days after your eligibility ceases, however, to request reimbursement of Eligible Medical Expenses you incurred before your eligibility ceased.

In addition, your Eligible Spouse may be eligible to continue coverage under the HRA beyond the date their coverage would otherwise end if coverage is lost for certain reasons. Continuation coverage rights and responsibilities are described in Q-24.

If you are no longer enrolled in a Via Benefits plan, you may reenroll in a Via Benefits Plan in a later year; however, you will not receive any HRA Stipend Credits for a year in which you are not enrolled in a Via Benefits plan.

Q.15. *What happens if I do not use all of the Stipend Credits allocated to my HRA during the Plan Year?*

A Participant's unused Stipend Credits at the end of a Plan Year will be carried over to the following Plan Year.

Q.16. *How do I receive reimbursement under the HRA?*

Using my.viabenefits.com/hopegas or the Via Benefits mobile app is the fastest, safest, and easiest way to receive HRA reimbursement for an Eligible Medical Expense. You can also request reimbursement by mail using a Via Benefits paper reimbursement form, which you can obtain by contacting Via Benefits.

HRA reimbursement requests must include a copy of your insurance premium bill, an explanation of benefits ("EOB") or, if no EOB is provided, a written statement from the service provider. The written statement from the service provider must contain: (a) the name of the patient, (b) the date service or treatment was provided, (c) a description of the service or treatment; and (d) the amount incurred.

Claims are deemed filed when received by Via Benefits and are processed in the order received. If your claim for reimbursement is approved, you will receive reimbursement as soon as reasonably possible following approval.

The HRA Administrator may be able to set up recurring automatic reimbursement for your plan premiums.

Q.17. ***What happens if my claim for benefits is denied?***

If your HRA reimbursement claim is wholly or partially denied, you will be notified in writing within 30 days after Via Benefits receives your claim in accordance with Q.16. Via Benefits will notify you within the initial 30-day period if an extension of up to an additional 15 days is needed due to matters beyond Via Benefits' control. If the extension is needed because you failed to provide sufficient information, you will be notified and will have at least 45 days to respond. A claim denial notice will contain:

- the reason(s) for the denial and the HRA provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the HRA's appeal procedures and the time limits applicable to such procedures; and
- a description of your right to request all documentation relevant to your claim.

If your request for HRA reimbursement is denied in whole or in part and you do not agree with the claims decision, you may file a written appeal with Via Benefits no later than 180 days after receipt of the denial notice. A copy of your appeal should be sent to Hope Gas, Inc. as the Retiree Health and Welfare Plan Administrator at the following address:

Hope Gas, Inc. Benefits
781 Chestnut Ridge Road, Suite 100
Morgantown, WV 26505
(304) 566-2959
Samantha.j.baxter-nard@hopegas.com

You should submit all information identified in the notice of denial, as necessary, to perfect your claim and any additional information that you believe would support your claim.

You will be notified in writing of the decision on appeal no later than 60 days after Via Benefits receives your request for appeal. The notice will contain the same type of information provided in the initial notice of denial.

Note that you cannot file suit in federal court until you have exhausted these appeals procedures.

Q.18. ***What happens if I die?***

If an Eligible Retiree dies with no Eligible Spouse who is a HRA Participant, the Eligible Retiree's HRA is immediately forfeited, but their estate or representatives may submit claims for Eligible Medical Expenses incurred by the Eligible Retiree and their Eligible Dependents before

the date of death. Claims must be submitted within 180 days after the Eligible Retiree's date of death.

If the Eligible Retiree dies with an Eligible Spouse or Eligible Disabled Child who is an HRA Participant as of the Eligible Retiree's date of death, the balance remaining in the HRA may continue to be used by the Eligible Spouse or Eligible Disabled Child (as applicable) after the Eligible Retiree's death. Annual spousal or disabled child Stipend Credits will continue to be credited so long as the Eligible Spouse or Eligible Disabled Child continues to be a Participant, but no further retiree Stipend Credits will be provided after the retiree has died.

However, if the Eligible Retiree was receiving the Supplemental Annual Stipend Credit prior to death and is survived by an Eligible Spouse, the Supplemental Annual Stipend Credit will be credited to the Eligible Spouse's HRA in future years during which the Eligible Spouse participates in the HRA. Similarly, if the Eligible Spouse was receiving the Supplemental Annual Stipend Credit prior to death and is survived by the Eligible Retiree, the Supplemental Annual Stipend Credit will be credited to the Eligible Retiree's HRA in future years during which the Eligible Retiree participates in the HRA.

If the Eligible Retiree dies with an Eligible Spouse or a disabled child who is not yet Medicare eligible, the Eligible Spouse or disabled child may begin receiving annual spousal or disabled child Stipend Credits upon reaching Medicare eligibility and becoming an HRA Participant. Before reaching Medicare eligibility, the Eligible Spouse or disabled child would continue to be covered under the Retiree Health and Welfare benefit Plan's retiree medical benefits for participants not yet eligible for Medicare.

Q.19. ***Are my HRA benefits taxable?***

The HRA is intended to satisfy requirements in effect under federal tax laws as of the date of this HRA SPD such that HRA reimbursements you receive are not taxable income to you.

Q.20. ***What happens if I receive an overpayment under the HRA or a HRA reimbursement is paid in error?***

If it is later determined that you or your Eligible Dependent received an overpayment from the HRA or a payment was made in error (e.g., you were reimbursed from your HRA for an expense that is later paid by another medical plan), you or your Eligible Dependent will be required to refund the overpayment or erroneous reimbursement to the Company.

If you do not refund the overpayment or erroneous payment, the Company reserves the right to offset future reimbursements equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from certain amounts that may be due to you from the Company. If all other attempts to recoup the overpayment/erroneous payment are unsuccessful, the HRA Administrator may treat the overpayment as a bad debt, which may have tax implications for you.

Q.21. ***How long will the HRA remain in effect?***

The Company reserves the right to alter, amend, or terminate the HRA at any future date. Such alteration, amendment or termination by the Company shall be permitted only after obtaining consent by the Union to such changes, unless the alteration, amendment or termination is needed to comply with law, or if it is administrative in nature and does not alter

the substantive benefits of the plan, in which cases the Company can make such alteration, amendment or termination without consent.

Q.22. How does the HRA interact with other medical plans?

Only medical care expenses that have not been or will not be reimbursed by any other source may be Eligible Medical Expenses (to the extent all other conditions for Eligible Medical Expenses have been satisfied). You must first submit any claims for medical expenses to the other plan or plans before submitting the expenses for HRA reimbursement.

Q.23. *What if I reside outside of the United States?*

If you reside outside of the United States, contact Hope Gas, Inc. as the Retiree Health and Welfare Plan Administrator at the following address:

Hope Gas, Inc. Benefits
781 Chestnut Ridge Road, Suite 100
Morgantown, WV 26505
(304) 566-2959
Samantha.j.baxter-nard@hopegas.com

Eligible Retirees and their Eligible Spouses who reside outside of the United States may be able to participate in the HRA by obtaining other health coverage in lieu of an individual health insurance policy through Via Benefits.

Q.24. *What is "continuation coverage" and how does it work?*

Under a federal law referred to as "COBRA," an Eligible Spouse and an Eligible Disabled Child who is covered under the HRA (a "qualified beneficiary") may elect to continue coverage under the HRA for a limited time after the date they would otherwise lose coverage because of a divorce or legal separation from the Eligible Retiree Participant, the Eligible Retiree Participant's death or a dependent child ceasing to be an Eligible Dependent. These are called "qualifying events."

Note that qualified beneficiaries are required to notify the HRA Administrator in writing of a divorce or legal separation or a dependent child losing dependent status within 60 days of the event or they will lose the right to continue coverage under the HRA.

If a qualified beneficiary elects to continue coverage, they are entitled to the level of coverage under the HRA in effect immediately preceding the qualifying event. They may also be entitled to an increase in HRA allocations equal to the amounts credited to the HRAs of similarly situated Participants (subject to any restrictions applicable to similarly situated Participants) so long as they continue to pay the applicable premium.

In order to continue coverage, the qualified beneficiary must pay a monthly premium equal to 102% of the cost of the coverage, as determined by the Retiree Health and Welfare Plan Administrator. Qualified beneficiaries will be notified of the applicable premium at the time of a qualifying event.

Coverage may continue for up to 36 months following the qualifying event, but will end earlier upon the occurrence of any of the following events:

- The date the qualified beneficiary's HRA is exhausted;
- The date the qualified beneficiary notifies the Plan Administrator that he or she wishes to discontinue coverage;
- Any required monthly premium is not paid when due or during the applicable grace period;
- The date, after the date of the qualified beneficiary's election to continue coverage, that he or she becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of the qualified beneficiary; or
- The Company ceases to provide any group health plan.

Q.25. ***Who do I contact if I have questions about the HRA?***

If you have any questions about the HRA, you should contact the HRA Administrator or the Retiree Health and Welfare Plan Administrator. Contact information for the HRA Administrator and the Retiree Health and Welfare Plan Administrator is provided in Appendix A.

III. ERISA RIGHTS

The HRA is an employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that you, as a HRA Participant, will be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Retiree Health and Welfare Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the HRA, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the HRA with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Retiree Health and Welfare Plan Administrator, copies of all documents governing the operation of the Retiree Health and Welfare Plan and the HRA, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and an updated HRA SPD and Retiree Health and Welfare Plan summary plan description. The Retiree Health and Welfare Plan Administrator may apply a reasonable charge for the copies.
- Receive a summary of the Retiree Health and Welfare Plan's annual financial report. The Retiree Health and Welfare Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Plan Coverage

Continue HRA coverage under COBRA for your eligible spouse or dependents if there is a loss of coverage under the HRA as a result of a qualifying event. However, your spouse or your

dependents may have to pay for such coverage. Review this HRA SPD and the documents governing the Retiree Health and Welfare Plan for the rules governing COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for HRA participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of the plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the plan, or from exercising your rights under ERISA.

Enforcement of Your Rights

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (e.g., if it finds your claim is frivolous).

Assistance with Your Questions

If you have any questions about the plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the plan administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

IV. LEGAL NOTICES

Mothers' and Newborns' Health Protection Act

The HRA may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a normal vaginal delivery, or less than ninety-six (96) hours following a cesarean section, or require that a

provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of the above periods.

Women's Health and Cancer Rights Act

To the extent the HRA provides benefits with respect to mastectomy, it will provide, in the case of an individual who is receiving benefits in connection with a mastectomy and who elects reconstruction in connection with such mastectomy, coverage for all stages of reconstruction of the breast on which a mastectomy was performed, surgery and reconstruction of the other breast to provide a symmetrical appearance, prostheses, and coverage of physical complications at all stages of the mastectomy, including lymphedemas.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Introduction. This notice (this "**Privacy Notice**") applies to you if you are covered as an employee, former employee or dependent under a group health plan sponsored by the Company or one of its affiliates. The group health plans covered by this Privacy Notice include the Company's medical, dental, and vision care plans and health care flexible spending accounts.

This Privacy Notice describes the legal obligations of such Company plans and your legal rights regarding your protected health information held by the plans under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**").

Protected Health Information. HIPAA privacy rules regulate the Company plans' use and disclosure of "protected health information" ("PHI"). PHI is any "individually identifiable health information" maintained or transmitted by the plans (in any form or medium). Individually identifiable health information is health information that identifies you or creates a reasonable basis to believe that it could be used to identify you, including information relating to your health condition or receipt of health care. Health information that is merely in summary form and that does not identify you as its subject is not PHI and may be used or disclosed by the plans without restriction under HIPAA privacy rules. For example, the Company may use aggregated data regarding claims paid for all plan participants to help project benefit costs for the next year. With respect to PHI, however, HIPAA privacy rules prevent a plan from using your PHI or disclosing it to the Company or anyone else except as permitted by the HIPAA privacy rules, as authorized by you, or as required by law.

How the Plan May Use and Disclose Your Protected Health Information. Under HIPAA, plans may use or disclose your PHI under certain circumstances without your permission, as described below in the following categories:

For Treatment, Payment, and Health Care Operations. HIPAA privacy rules permit Company plans and its Business Associates to use or disclose your PHI without your authorization for purposes of treatment, payment, and health care operations. This may be necessary in order to provide you with health care. "**Business Associates**" include the plan's third party claim administrators, as well as brokers, service providers, lawyers, accountants, consultants, and other appropriate persons who help to ensure that the plan is run properly and that you receive any benefits to which you are entitled. PHI may also be shared among the Company's various group health plans for purposes of treatment, payment, or health care operations. The terms "treatment," "payment," and "health care operations" are explained below:

- "Treatment" means generally the provision, coordination, or management of health care and related services by one or more health care providers. For example, a Company plan may disclose your PHI to your doctor and their staff, the plan's third

party administrators and their staffs, and other appropriate persons to help provide you with proper medical treatment.

- "Payment" means any action undertaken by the plan to obtain premiums, to determine responsibility for providing coverage, or to obtain or provide reimbursement for the health care services you receive. This includes, but is not limited to, eligibility and coverage determinations, billing, claims management and processing, plan reimbursement, reviews for medical necessity, utilization review, and pre-authorization for treatment. For example, a Company plan may disclose to your doctors and their staff, the plan's third party administrators and their staffs, and other appropriate persons information concerning a particular medical procedure to determine whether the procedure is covered by the plan.
- "Health care operations" means all the activities involved in the administration of a Company plan. This includes, but is not limited to, assessment and improvement, evaluating providers, underwriting and other activities relating to obtaining or amending insurance contracts, disease management, cost management, and other general administrative activities. For example, the plan may use PHI about you to evaluate the care you are receiving from your providers, or to project benefit costs and determine premiums. However, the plan will not use your genetic information for underwriting purposes.

For Treatment Alternatives or Health-Related Benefits and Services. A Company plan may use and disclose your PHI to send you information about treatment alternatives or other health-related benefits and services that might be of interest to you.

To Business Associates. A Company plan may contract with Business Associates to perform various functions on the Plan's behalf or to provide certain types of services. In order to perform these functions or services, Business Associates may receive, create, maintain, transmit, use, and/or disclose your PHI, but only after they agree in writing with the plan to implement appropriate safeguards regarding your PHI. For example, the plan may disclose your PHI to a business associate to process your claims for plan benefits or to provide support services, such as utilization management or pharmacy benefits management.

As Required by Law. A Company plan will disclose your PHI when required to do so by federal, state, or local law. For example, the plan may disclose your PHI when required by national security laws or public health disclosure laws.

To Avert a Serious Threat to Health or Safety. A Company plan may use and disclose your PHI when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, the plan may disclose your PHI in a proceeding regarding the licensure of a physician.

To the Company as Plan Sponsor. For purposes of administering a Company plan, the plan may disclose PHI to certain Company employees. However, these employees will only use or disclose that information as necessary to perform plan administration functions or as otherwise required by HIPAA, unless you have authorized further disclosures. Your PHI cannot be used for employment purposes without specific authorization.

For Other Special Situations. In addition, HIPAA privacy rules permit a Company plan to use or disclose your PHI: (i) to facilitate organ and tissue donation and transplantation, if you are an

organ donor; (ii) to the military, as required by military command authorities; (iii) for workers' compensation or similar programs, but only as authorized by, and to the extent necessary to comply with, laws relating to workers' compensation and other similar programs that provide benefits for work-related injuries or illness; (iv) for public health activities (e.g., to prevent or control disease, injury, or disability or report births, deaths, and child abuse or neglect); (v) for health oversight activities necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws; (vi) for lawsuits and disputes in response to a subpoena, discovery request, or other court or administrative order, but only if efforts have been made to tell you about the request or to obtain a court or administrative order protecting the information requested; (vii) for law enforcement purposes; (viii) to a coroner, medical examiner, or funeral director to carry out their duties; (ix) for national security and intelligence activities authorized by law; (x) to correctional institutions and for other law enforcement custodial situations in relation to an inmate; and (xi) for research, subject to detailed requirements.

Uses and Disclosures Requiring That You Receive an Opportunity to Agree or Object. Certain circumstances might arise where a Company plan needs to disclose your PHI to family members or another person designated by you in order to ensure that you are receiving appropriate care and to notify certain persons of your medical condition. The plan will make such disclosures only if you have agreed (or have not objected) to the disclosure. Specifically, a Company plan may disclose your PHI to your family member or another person designated by you, but only to the extent the information is directly relevant to such individual's involvement with your care or payment for care. The plan may also disclose your PHI to notify or assist in notifying your family member or other person responsible for your care of details regarding your location or your general condition. In such cases, you will be given an opportunity to agree or object to the disclosure, and the disclosure will be made only if you either affirmatively agree or you do not object to the disclosure when given the opportunity. If you are incapacitated, the plan may disclose your PHI to such individuals without providing you with an opportunity to agree or object, if the plan determines that to do so is in your best interests under the circumstances.

Uses and Disclosures Requiring Your Written Authorization. Where use or disclosure is not otherwise permitted under the HIPAA privacy rules, a Company plan is required to obtain your written authorization before using or disclosing your PHI. For instance, the plan is required to ask for your written authorization before using or disclosing notes about you obtained from your psychotherapist. If you choose to sign a written authorization to disclose information, you can later revoke that authorization in writing at any time to stop future uses and disclosures, except to the extent the plan has acted in reliance upon your authorization. The revocation will not be effective for any information that may have been used or disclosed in reliance upon the written authorization and prior to receiving your revocation.

Reservation of the Plan's and Company's Rights. Generally, it is the Company's policy to avoid the use and disclosure of your PHI whenever possible. Therefore, a Company plan will not normally use or disclose your PHI, except when necessary for treatment, payment, or health care operations or to comply with the HIPAA privacy rules or other applicable law. However, the plan reserves the right to use or disclose your PHI in any manner permitted by HIPAA privacy rules.

The Company is also committed to protection of your PHI and generally seeks to avoid the use and disclosure of your PHI whenever possible. Please remember that health information maintained by the Company as part of your employment records or through certain Company

benefit plans, such as a short- or long-term disability plan, is not subject to HIPAA privacy rules and may be used or disclosed in accordance with the Company's standard policies (subject to applicable law).

Your Rights. You have the following rights with respect to your PHI:

Right to Inspect and Copy. You have the right to review and receive copies of your PHI maintained by the Company plans in a designated record set or used by the plan to make decisions about your coverage or benefits. The term "designated record set" means the enrollment, payment, claims adjudication, and case or medical management records maintained by the plan. If you request copies of this information, you will be charged $0.25 for each page. If the information you request is maintained electronically, and you request an electronic copy, the plan will provide you a copy in the electronic form and format you request, if the information can be readily produced in that form and format. If the information cannot be readily produced in that form and format, the plan will work with you to come to an agreement on the form and format. If we cannot agree on an electronic form and format, the plan will provide you with a paper copy. Your request should be made in writing to:

Hope Gas, Inc. Benefits
781 Chestnut Ridge Road, Suite 100
Morgantown, WV 26505
(304) 566-2959
Samantha.j.baxter-nard@hopegas.com

Your request must clearly describe the specific information you are requesting. The Company will comply with the request within 30 days of your request (60 days if the information is maintained offsite), subject to a possible 30-day extension. Your request may be denied in certain, very limited circumstances. If your request is denied, you will receive a written explanation of the reasons for the denial. If you are denied access to the information, you may request that the denial be reviewed by submitting a written request to Hope Gas, Inc. Benefits. Please remember that the Company is only responsible for providing you with information contained in its records. Hospital records and other records not maintained by the Company or a Company plan must be procured directly from the individual or institution that maintains those records.

Right to an Accounting of Disclosures. You have the right to request an "accounting" of certain disclosures of your PHI; however, the accounting will not include: (i) disclosures for purposes of treatment, payment, or health care operations; (ii) disclosures made to you; (iii) disclosures you have authorized; (iv) disclosures incidental to a disclosure that is otherwise permitted under this privacy policy; (v) disclosures required for law enforcement or national security purposes; or (iv) disclosures made to friends or family in your presence because of an emergency. You may request one such accounting at no charge every 12 months. For any additional requests, you will be charged $0.25 per page. Your request must be submitted in writing to Hope Gas, Inc. Benefits, and must state the time period you want this list or accounting of disclosures to cover, which may not be longer than six years before the date of the request.

Right to Amend. If you believe that information in your record is incorrect or incomplete, you have the right to request that the Company correct existing information or add missing information. You have the right to request an amendment for as long as the information is kept by the plan. Your request must be made in writing to Hope Gas, Inc. Benefits and must state reason(s) supporting your request for a correction or addition. The Company has 60 days to respond to your request, subject to a possible 30-day extension. The Company may deny your

request if you ask the Company to amend information that: (i) is not part of the medical information kept by or for a Company plan; (ii) was not created by the plan, unless the person or entity that created the information is no longer available to make the amendment; (iii) is not part of the information that you would be permitted to inspect or copy; or (iv) is already accurate and complete. If your request is denied, you will receive a written explanation of the reasons for the denial. If the Plan denies your request, you have the right to file a statement of disagreement with the Company directed to Hope Gas, Inc. Benefits and any future disclosures of the disputed information will include your statement.

Right to Request Restrictions. You have the right under HIPAA to request restrictions on a Company plan's use or disclosure of your PHI for treatment, payment, and health care operations. You may also request restrictions on disclosures to your family members or other individuals who are involved in your care or payment for your care, such as a friend or family member. The Company will consider your request, but is not required to agree to such restrictions. Any restriction agreed to by the Company will not apply if the use or disclosure is necessary to provide you with emergency treatment. Further, the Company generally will not agree to restrictions on disclosures related to treatment, payment and health care operations. If you wish to request a restriction on disclosures of your PHI, you must send your request in writing to Hope Gas, Inc. Benefits. In your written request, you must tell the Company: (i) what information you want to limit; (ii) whether you want to limit the Company's use, disclosure, or both; and (iii) to whom you want the limits to apply (ex: disclosures to your spouse). If the Company accepts your request, you will receive written notification from Hope Gas, Inc. Benefits that your request has been accepted.

Right to Request Confidential Communications. The Company will also accommodate reasonable requests for you to receive communications of your PHI at alternate locations or by alternate methods. For example, you may ask that the Company only contact you at work or by mail. To request confidential communications, you must make the request in writing to Hope Gas, Inc. Benefits. Your request must specify how or where you wish to be contacted. The Company will not ask you the reason for your request.

Right to Request a Paper Copy of This Privacy Notice. You may request a paper copy of this Privacy Notice at any time by contacting Hope Gas, Inc. Benefits. All communications to the Company or to Hope Gas, Inc. Benefits in connection with this Privacy Notice may be directed to:

Hope Gas, Inc. Benefits
781 Chestnut Ridge Road, Suite 100
Morgantown, WV 26505
(304) 566-2959
Samantha.j.baxter-nard@hopegas.com

Right to Be Notified of a Breach. You have the right to be notified in the event that a Company plan (or a Business Associate of a Company plan) discovers a breach of your unsecured PHI.

Personal Representatives. You may exercise your rights through a personal representative, provided that such individual produces evidence of their authority to act on your behalf. The Company will accept the following as evidence of such authority: (1) a notarized power of attorney for health care purposes; (2) a court order appointing the individual as your conservator or guardian; or (3) proof that such individual is your parent (if you are a minor).

Your personal representative will be treated as you would with respect to access to your PHI and your other rights under the HIPAA privacy rules. However, the Company retains discretion to deny your personal representative access to your PHI if the Company finds evidence that such denial is necessary to protect you from abuse or neglect.

The Plan's Legal Duties. HIPAA privacy rules require the Company to maintain the privacy of your PHI, to provide this notice about its information practices, and to follow the practices described in this Privacy Notice. The Company may change its privacy policies at any time, and changes may apply to all PHI held by the Company plans at the time of the change. If the Company makes a significant change in policy, a revised Privacy Notice will be distributed to all current Company plan participants within 60 days of the effective date of the change.

This Privacy Notice and the privacy policies of the Company and the Company plans do not create any legal rights, contractual or otherwise, under state or federal law, but simply give you notice of the Company's obligations and your rights under the HIPAA privacy rules.

Complaints. If you are concerned that the Company or a Company plan has violated your rights under the HIPAA privacy rules, you may contact Hope Gas, Inc. Benefits. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue SW, Washington, DC 20201. Neither the Company nor any of Company plan will retaliate against you in any way for exercising your right to file a complaint.

You may contact Hope Gas, Inc. Benefits for more information on the Plan's privacy practices:

APPENDIX A: GENERAL PLAN INFORMATION

Name of Plan:	Hope Gas Retiree Health and Welfare Benefit Plan
HRA Effective Date:	July 1, 2017
Plan Sponsor:	Hope Gas, Inc. 781 Chestnut Ridge Road, Suite 100 Morgantown, WV 26505 304 566-2959
Employer:	Hope Gas, Inc. and all participating affiliates
HRA Funding	HRA reimbursements are paid out of the general assets of Hope Gas, Inc. and funding from a designated Internal Revenue Code Section 401(h) account under the Hope Gas Pension Plan
Plan Administrator: The Plan Administrator has the exclusive right to interpret the HRA and to decide all matters arising under the HRA, including the discretion to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the plan document and the summary plan description issued in connection with the HRA. The Plan Administrator may delegate one or more of its responsibilities to one or more individuals or committees.	Hope Gas, Inc. 781 Chestnut Ridge Road, Suite 100 Morgantown, WV 26505 Attention: Hope Gas, Inc. Benefits 304 566-2959
Agent for Service of Legal Process on the Plan Administrator or Plan Sponsor:	CT Corporation System 4701 Cox Road, Suite 301 Glen Allen, VA 23060
Sponsor's federal tax identification number:	55-01196830
Plan Number:	502
Plan Year:	January 1 through December 31
HRA Administrator:	Via Benefits 38 E Scenic Point Dr, Suite 200 Draper, Utah 84020 Telephone: 800-849-3345 my.viabenefits.com/hopegas

APPENDIX B: 2026 STIPEND CREDITS

Applicable to Individuals Hired Prior to March 23, 2017 and Retired Prior to July 1, 2017

Retirement Date	Other Criteria	Retiree Annual Stipend	Spouse Annual Stipend	Supplemental Annual Stipend
Before 1-1-2003	None	$4,780	$4,780	None
1-1-2003 to 12-31-2005	None	$3,090	$3,090	$600
On or after 1-1-2006	Age 55 or older on 1-1-2006	$2,910	$2,910	$600
On or after 1-1-2006	Age 53 or 54 on 1-1-2006	$2,780	$2,780	$600
On or after 1-1-2006	Age 50 - 52 on 1-1-2006	$2,360	$2.360	$910
On or after 1-1-2006	Age 45 - 49 on 1-1-2006	$2,110	$2,110	$1,110
On or after 1-1-2006	Less than age 45 on 1-1-2006	$1,580	$1,180	$1,320

APPENDIX B: 2026 STIPEND CREDITS

Applicable to Individuals Hired On or After March 23, 2017 and Retired On or After July 1, 2017

Age	Retiree Annual Stipend	Spouse Annual Stipend	Supplemental Annual Stipend
Age 55 or older on 1-1-2006	$2,680	$2,680	$600
Age 53 or 54 on 1-1-2006	$2,530*	$1,840*	$600
Age 50 - 52 on 1-1 -2006	$2,120*	$1,630*	$910
Age 45 - 49 on 1-1 -2006	$1,840*	$1,430*	$1,110
Less than age 45 on 1-1-2006	$1,580*	$1,180*	$1,320

*** Stipend Credits are shown for retirees with 30 or more years of pension service. The starred amounts will be prorated if you retire on or after January 1, 2018 with less than 30 years of pension service. If your amount is subject to this proration, your actual stipend is calculated as follows:**

Amount shown on chart × (Your years of pension service ÷ 30) = Your actual stipend