HOPE GAS, INC. HEALTH AND WELFARE BENEFIT PLAN

LONG-TERM DISABILITY

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

The Long-Term Disability ("**LTD**") Plan under the Hope Gas, Inc. Health and Welfare Benefit Plan (the "**Health and Welfare Benefit Plan**") is designed to provide you with monthly income if you become Disabled (as defined below) and are unable to continue working for Hope Gas, Inc. (the "**Company**") due to such Disability.

The Summary Plan Description for the LTD Plan consists of this Long-Term Disability Summary Plan Description (the "**LTD 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**").

Coverage and benefits under the LTD Plan are provided by Mutual of Omaha and are subject to the terms and conditions of the insurance policy issued by Mutual of Omaha for the LTD Plan, which constitutes and forms a part of the LTD Plan.

Benefits described in this LTD SPD document are as in effect on January 1, 2024. The Company may subsequently provide additional materials that supplement, update or amend the LTD SPD or the Additional Information SPD.

II. LTD PLAN HIGHLIGHTS

Coverage under the LTD Plan is designed to provide monthly income for you in case of your Disability. In general, LTD benefits begin after you have been continuously Disabled for at least 180 days (the "**Elimination Period**") and continue until the earlier of the date you are no longer Disabled or you attain age 65.

LTD benefits are generally equal to 60% of your Basic Monthly Earnings (as defined below), subject to certain limits.

If you are receiving LTD benefits, you may still be eligible for Medical coverage and Life Insurance coverage under the Health and Welfare Benefit Plan.

LTD benefits are fully-insured and are provided by Mutual of Omaha.

III. DEFINITION AND PROOF OF DISABILITY

For purposes of the LTD Plan, you are considered "**Disabled**" and as having a "**Disability**" if it is determined by Mutual of Omaha that, due to a sickness or injury, including but not limited to on and off-the job sickness or injury, a significant change in your mental or physical functional capacity has occurred and:

- During the Elimination Period you are prevented from performing at least one of the material duties of your regular occupation on a part-time or full-time basis, and
- You are unable to generate current earnings exceeding 99% of your Basic Monthly earnings due to such sickness or injury.

In order to confirm your Disability, Mutual of Omaha may reasonably request additional medical documentation and, at its own expense, designate a physician to examine you as often as reasonably required while LTD benefits are claimed.

IV. ELIGIBILITY

Regular full-time Company employees who are represented by The United Gas Workers' Union Local 69, UWUA, AFL-CIO are eligible for coverage under the LTD Plan.

V. ENROLLMENT AND COVERAGE PREMIUMS

You are automatically enrolled for coverage under the LTD Plan as of the date you satisfy the eligibility requirements in Section IV.

The Company pays 100% of the premium for your coverage under the LTD Plan.

VI. LTD BENEFIT AMOUNT

LTD Benefit Calculation

If you become Disabled and you are earning *less* than 20% of your Basic Monthly Earnings, your monthly LTD benefit will be equal to 60% of your Basic Monthly Earnings, subject to the terms and conditions of the LTD Plan, including but not limited to the following:

- The minimum monthly LTD benefit is $100.
- The maximum monthly LTD benefit is $15,000.

Basic Monthly Earnings

For purposes of the LTD Plan, your "**Basic Monthly Earnings**" are:

- If you are a salary employee, your gross annual salary in effect on the day immediately prior to the date on which your Disability began, divided by 12.
- If you are an hourly employee, your hourly rate of pay in effect on the day immediately prior to your Disability multiplied by (i) the average number of hours you worked per month, not including overtime, during the 6-month period immediately prior to the date on which your Disability began or (ii) if you were employed with the Company for less than 6 months, multiplied by the average number of hours you worked per month during that period, not including overtime.
- Basic Monthly Earnings includes your contributions, if any, to the Hope Gas Retirement Savings Plan.
- Basic Monthly Earnings do not include commissions, bonuses, overtime pay or other extra compensation you receive from the Company.

LTD Benefit Reductions

Your LTD Plan benefits may be reduced by income you receive from certain sources, including but not limited to the following:

- Workers' Compensation, Occupational Disease, or similar laws, and the cost of living adjustments applied to this income.
- Social Security (both primary and family) Disability Benefits, including Social Security cost of living adjustments.
- Disability compensation payable through the U.S. Department of Veterans Affairs.
- Disability benefits or normal retirement age benefits under the Company's pension and retirement plans.
- Other Company-sponsored plans or sources (other than salaries, wages, bonuses and similar compensation for services).

As a result of the above reductions, as applicable, your actual benefit payment from the LTD Plan may be less than 60% of your Basic Monthly Earnings.

If you receive other disability payments retroactively (for example, if a Workers' Compensation or Social Security claim was initially denied and later approved), you must repay to Mutual of Omaha any excess payments received from this Plan.

Benefits provided by a private disability insurance policy are not used to reduce LTD benefits.

Overpayment of LTD Benefits

Mutual of Omaha has the right to recover any overpayments due to:

- Fraud;
- Any error made by Mutual of Omaha in processing a claim;
- Your failure to provide complete information; or
- Your receipt of sources of income that require LTD benefit reductions.

You must reimburse Mutual of Omaha in-full for any overpayment.

VII. FILING FOR BENEFITS

You are responsible for filing for LTD benefits; they will not be paid to you automatically. To have your benefits start as soon as possible, you should file a claim within 180 days after your last day of work. All claims **must** be filed within 90 days after the end of your Elimination Period (i.e., within 270 days after your last day of work). Your claim will be denied if it is filed after this deadline.

- Benefits can begin after the end of your Elimination Period, provided you meet all LTD Plan requirements for benefits and you have exhausted all sick leave and vacation pay.

- LTD benefits will not begin until your claim is received and approved.

If you become Disabled, you should contact the Hope Gas Benefits Department as soon as possible to receive forms and information you need to file for LTD benefits. A doctor must certify that you are Disabled, and the doctor's certification must be obtained no later than 90 days after the end of your Elimination Period.

You should apply for Social Security Disability benefits if your disability is expected to continue for at least five months. Your LTD Plan benefit will be reduced by the expected level of disability benefits from Social Security unless you provide Mutual of Omaha with proof that your application for Social Security Disability has been denied.

Mutual of Omaha provides you with access to Social Security advocacy services at no cost to you for the purpose of helping you apply for Social Security disability benefits. You will receive information from Mutual of Omaha about this service when you apply for LTD benefits. If you choose not to use the free legal services available through Mutual of Omaha, you will be responsible for any legal fees and other expenses you incur in applying for Social Security.

VIII. WHEN LTD BENEFIT PAYMENTS BEGIN

LTD benefit payments will not begin until after the required paperwork has been received and your disability benefit payments have been approved by Mutual of Omaha. Benefit payments may begin immediately after the end of your Elimination Period. (A partial payment will be made the first month if payments start after the first day of that month.) Payments will be delayed if you have not exhausted your accumulated sick leave and vacation pay by the date that is 180 days following your last day of work.

Employees may return to work - for up to 30 days - and not have to restart their Elimination Period, provided that the initial period of Disability and subsequent periods of Disability are due to the same illness/injury. Your Elimination Period will be extended by the number of days you return to work.

Your employment with the Company terminates on the date you begin receiving LTD benefits. Once you begin receiving LTD benefits, you have no reemployment rights with the Company.

IX. WHEN LTD BENEFIT PAYMENTS END

LTD benefit payments will end as of the date of the first to occur of the following:

- You are no longer Disabled.
- You are no longer under a licensed doctor's care for the sickness or injury that caused your Disability.
- Your death.
- You fail to provide proof of continuous Disability or submit to a medical examination when requested by Mutual of Omaha.
- You are able to pursue any health exam required to obtain your professional license, occupational license, or certification, and fail to do so.
- You are able to return to work with the Company on a part-time or full-time basis, and fail to do so.
- You have been incarcerated or imprisoned for 31 days or longer
- You are engaged in gainful employment other than rehabilitative employment.
- You have received LTD benefit payments for a period of 12 months and you reside outside the United States, its territories or possessions, or Canada.
- Subject to the limitations for Disability as a result of substance abuse or mental disorder, the Maximum LTD Benefit Period ends, as set forth below.

Age at Disability	Maximum LTD Benefit Period
61 or younger	Until the later of age 65, your Social Security Normal Retirement Age, or 3 years and 6 months
62	Until the later of your Social Security Normal Retirement Age or 3 years and 6 months
63	Until the later of your Social Security Normal Retirement Age or 3 years
64	Until the later of your Social Security Normal Retirement Age or 2 years and 6 months
65	2 years
66	1 year and 9 months
67	1 year and 6 months
68	1 year and 3 months
69 or older	1 year

- Subject to the Maximum LTD Benefit Period above, if shorter, if your Disability is a result of substance abuse or a mental disorder, upon payment of LTD benefits for a period of 24 months; provided that, if you are a hospital inpatient due to such Disability at the end of such 24-month period, LTD benefits may continue for the duration of such inpatient care and, if you remain Disabled upon discharge from such care, LTD benefits during a recovery period for up to 90 additional days or if you are re-confined as a hospital inpatient for the same Disability during such recovery period for at least 14 consecutive days, LTD benefits will be paid for the duration of such confinement.

X. OTHER BENEFITS

If you are receiving LTD benefits, you may be eligible to continue the applicable medical and life insurance coverage under the Health and Welfare Benefit Plan at no cost to you. Please refer to the Health and Welfare Benefit Plan Summary Plan Descriptions for medical and life insurance coverage for additional details.

LTD participants will continue to accrue credited service in the Hope Gas Pension Plan (up to the 30-year maximum) during the period of a long-term disability up to age 65.

XI. RETURNING TO WORK

If you recover from a Disability for which you have been receiving payments from the LTD Plan, are reemployed by the Company, and then suffer another Disability, you must normally repeat the process for qualifying for Disability payments just as if it were a new Disability. However, if you: (i) return to work and suffer a Disability within 180 days after the date benefits ended from your prior LTD claim, and (ii) were continuously covered under the LTD Plan from the date benefits ended for your prior claim to the date your second Disability occurs; then you may begin receiving benefits without satisfying another Elimination Period, provided that you submit your claim and proof of Disability and meet all other Plan requirements for benefits.

XII. WHAT THE PLAN DOES NOT COVER

LTD benefits will not be paid due to a Disability in certain circumstances, including but not limited to the following (this is not an all-inclusive list):

- You become entitled to absent-time pay or salary continuation that equals or exceeds the benefits paid from this Plan.
- You receive or are entitled to receive benefits from other sources that equal or exceed your LTD benefits, except as otherwise noted in this LTD SPD.
- Your Disability results directly or indirectly from an intentionally self-inflicted injury.
- Your Disability results from insurrection, war, or any act of war.
- Your Disability results from active participation in a riot.
- Your Disability results from your commission or attempt to commit a felony or any type of assault or battery.
- You fail to meet the definition of “Disabled.”
- You fail to provide proof of the Disability reasonably acceptable to Mutual of Omaha.
- Your Disability occurs while you are incarcerated or imprisoned for any period exceeding 31 days.

Additionally, legal fees or other expenses you may incur as part of the Social Security disability application process are not eligible for reimbursement under the LTD Plan or by the Company.

XIII. LEAVE OF ABSENCE

If you are granted an authorized leave of absence of 12 weeks or less, you will be able to continue your coverage under this Plan. You should contact the Hope Gas Benefits Department if you are granted a leave of absence.

If you are granted a leave of absence of more than 12 weeks, coverage will end on the last day of the month in which the 12 weeks of leave ends. No conversion rights are available for LTD coverage.

If you are granted an approved leave of absence through the Family and Medical Leave Act (FMLA), or are on military leave, please refer to the Additional Information SPD.

XIV. WHEN LTD PLAN COVERAGE ENDS

Your LTD coverage ends when your employment with the Company terminates, including your retirement from the Company.

XV. YOUR CONTACT AT HOPE GAS

If you have questions or concerns about how Mutual of Omaha is handling or processing your claim, you should make every effort to work with Mutual of Omaha to resolve them. Mutual of Omaha is dedicated to providing excellent service and will be in the best position to respond to your questions or concerns. If you find, however, that after you have made such efforts to work with Mutual of Omaha, you still have such questions or concerns, you can contact Hope Gas's Benefits Manager at this address:

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

In some instances, the Benefits Manager may be able to answer your questions directly by explaining Mutual of Omaha's processes. In other instances, the Benefits Manager may contact Mutual of Omaha to obtain more details about how your claim is being processed or handled. The Benefits Manager may also be able to help in other ways, such as by facilitating the exchange of information among you, your physician, and Mutual of Omaha. The Benefits Manager also monitors Mutual of Omaha's performance in deciding claims, including its application of appropriate processes. The Benefits Manager does not, however, review or consider whether to overrule any determinations by Mutual of Omaha. Mutual of Omaha, as the claims administrator of the the Company's Long Term Disability Plan, makes and reviews all determinations as to whether benefits are payable under the Plan.

XVI. CLAIMS PROCEDURES

Mutual of Omaha will give notice of its decision within 31 days of the date an LTD claim is received. This time period may be extended twice by 30 days if Mutual of Omaha both determines that such an extension is necessary due to matters beyond the control of the LTD Plan and notifies you of the circumstances requiring the extension of time and the date by which Mutual of Omaha expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days from receipt of such notice within which to provide the specified information. If you deliver the requested information within the time specified, a 30-day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Mutual of Omaha may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- State the specific reason(s) for the determination;
- Reference specific Plan provisions(s) on which the determination is based;
- Describe additional material or information necessary to complete the claim and why such information is necessary;

- Describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and
- Disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

APPEAL PROCEDURES

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Mutual of Omaha determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Mutual of Omaha will notify you in writing if an additional 45- day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days from receipt of the notice to provide the specified information. If you deliver the requested information within the time specified, the 45-day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Mutual of Omaha may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U. S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Mutual of Omaha and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Mutual of Omaha will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Mutual of Omaha will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- The specific reason(s) for the determination;
- A reference to the specific Plan provisions(s) on which the determination is based;
- A statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- A statement describing your right to bring a civil suit under federal law; and
- The statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

XVII. CHANGING OR TERMINATING THE LTD PLAN

Please see the "Changing or Terminating the Plans" section of the Additional Information SPD for information on the Company's ability to change or terminate the LTD Plan

XVIII. OTHER RIGHTS

The Company, for itself as Plan Administrator and on behalf of the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of deductible sources of income from a third party to the extent permitted under applicable federal or state laws and regulations. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you, but the recovery will not exceed the benefits paid to you under the Plan. The Plan Administrator and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.