DISABILITY BENEFIT PLAN

SUMMARY PLAN DESCRIPTION

FOR

EMPLOYEES REPRESENTED

BY

THE UNITED GAS WORKERS' UNION, LOCAL 69,

UWUA, AFL-CIO

INTRODUCTION

Hope Gas, Inc. (herein referred to as the "Company") maintain this Disability Benefit Plan ("the Plan" or "this Plan") to provide for a continuation of income for employees during periods of temporary total disability. The benefits paid hereunder have no relation whatever to the determination of the amount of wages or salaries paid.

The cost of this Plan is paid for entirely by the Company. The Plan is administered by the Plan Administrator. Benefits under this Plan shall be paid by the Company from its general funds.

Questions regarding the benefits provided under this Plan should be referred to the Plan Administrator.

Please see the “Additional Information” Summary Plan Description document for details on other rights pertaining to your participation in the Company’s Benefit Plans in general. However, please note that this Plan is not subject to the requirements of ERISA and other legal requirements outlined in the “Additional Information” section.

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SICKNESS BENEFITS

ELIGIBILITY

All employees of the Company who are in a job classification represented for collective bargaining purposes by the United Gas Workers' Union, Local 69, UWUA, AFL-CIO (the "Union"), and who are credited with one or more years' service are eligible for benefits under this Plan.

AMOUNT

For total disability resulting from sickness (including accidental injury not subject to the provisions of section Accident Benefits hereof), benefits will be payable to an employee who is credited with one or more years' service, of which a total of at least twenty-six weeks have been actually worked since the date of last employment, subject to the conditions outlined in this Plan. The schedule of benefits for such disability is as follows:

Schedule of Benefits

Service Credit (years)*	1	2	3	4	5	6	7	8	9	10-20	20-25	25-30	30+
Normal Earnings Weeks	4	4	4	4	8	8	8	8	12	16	20	22	24
One-Half Normal Earnings Weeks	2	7	12	17	18	23	28	33	34	36	32	30	28
Total Weeks	6	11	16	21	26	31	36	41	46	52	52	52	52

* Service Credits as determined under this Plan.

SUCCESSIVE PERIODS OF DISABILITY

Successive periods of disability for which benefits are payable will be added together in determining whether an employee has received the maximum benefits to which he is entitled under the foregoing schedule; provided, however, that a new reckoning will be made after he has actually worked a total of at least twenty-six weeks since the last period of disability for which he was entitled to benefits under the schedule.

DISABILITY DUE TO SPECIFIC CAUSES

No right to sickness disability benefits under this Plan will exist if disability is due directly or indirectly to substance abuse (except in those cases where a rehabilitation program is in effect); unlawful acts; active participation in a riot; war (declared or undeclared); or any act of war or the willful intent of the employee to injure himself or another.

If an employee incurs a compensable accidental injury or occupational disease while working on a regular basis in employment other than with the Company, the amount of sickness benefits, payable under this Plan will be reduced by the amount of workers' compensation and other income benefits payable from other sources for the same disability.

SPECIAL BENEFITS

In case of special need involving a totally disabled employee credited with ten or more years' service who has received benefits for the maximum period and who is not in receipt of retirement income under the Company's pension program, the Company may, in its discretion, authorize payment of a special disability benefit for a limited period.

SICKNESS BENEFIT RULES

If an employee fails to observe any of the following rules, the Company may deny all or part of the benefits otherwise payable under this Article.

(1) If taken sick while at work, an employee shall report at once to his foreman or immediate supervisor and follow instructions with respect to medical attention. In the event that an employee is unable to complete a day's work due to illness, the employee will be charged the number of hours from their sickness benefits for their actual time off.

(2) If taken sick at home or injured while off duty, that fact must be reported to the Company on the first full day of disability.

(3) Give full and correct information regarding the disability and furnish medical certificates as instructed to the Company. A medical certificate must be submitted to the designated Human Resources representative by all union eligible employees when an absence exceeds four calendar days. For absences that extend beyond four calendar days, subsequent medical certificates will be required every two weeks thereafter. Note: shift employees are not required to furnish a doctor's slip if sick the day before their long break unless instructed by the Company. The medical certificate from the attending physician, physician assistant, or nurse practitioner must contain the following information:

(a) Date illness commenced and the date the illness stopped, if applicable

(b) Diagnosis of illness

(c) Original signature or stamped cursive signature of the attending physician, physician assistant, or nurse practitioner.

Such medical certificate must be presented within the pay period in which the absence occurred. (If the absence extends into a second pay period, medical certification will be accepted during that pay period.)

(4) The disabled employee shall take proper care of himself and, when needed, secure proper medical attention at his own expense.

(5) Submit to such physical examination as may be deemed necessary by a doctor selected by the Company.

(6) Report to the Company as instructed before making any change in usual place of residence or address during disability.

ACCIDENT BENEFITS

AMOUNT

During total disability resulting from accidental injury or occupational disease arising out of or in the course of employment with the Company, and which is subject to the provisions of a workers' compensation law, benefits will be payable to the disabled employee beginning with the first full day of disability, in accordance with the schedule set forth in this section, subject to the conditions outlined in this Plan.

If an accidental injury incurred in the actual performance of the duties of the occupation is not subject to the provisions of any workers' compensation law, the Company will designate from time to time the workers' compensation law, which, for the purpose of this section, will be considered as governing, provided, however, that in such cases payment of benefits and workers' compensation in accordance with the following schedule will be contingent upon the execution and delivery of such release and the taking of such other steps as may be required by the Company.

Schedule of Benefits

(1) A benefit which, together with workers' compensation payable for the same period, will equal normal earnings during the first sixteen weeks of total disability.

(2) A benefit which, together with workers' compensation payable for the same period, will equal two-thirds of normal earnings during the next succeeding thirty-six weeks of total disability.

(3) A benefit which, together with workers' compensation payable for the same period, will equal the difference between the amount being paid for services currently rendered and normal earnings during the first sixteen weeks of temporary partial incapacity.

For temporary disability or incapacity extending beyond the above-mentioned periods and for permanent disability or death, compensation will be paid strictly in accordance with the requirements of the governing workers' compensation law. To the extent permitted by such law, however, the period for which compensation was paid under the above schedule will be deducted.

SUCCESSIVE PERIODS OF DISABILITY

Successive periods of total disability due to the same cause, or partial incapacity due to the same cause, will be added together in determining the period during which benefits will be payable under the Schedule of Benefits included in this Summary Plan Description.

MEDICAL CARE AND TREATMENT

Such medical, surgical, hospital and other treatment will be provided as in the judgment of the physician selected by the Company is reasonable and necessary, provided arrangements for such treatment other than necessary first aid must be made with the prior approval of the Company. If the injured employee fails to secure such prior approval, the allowances on account of such treatment may be limited, at the discretion of the Company, to that required by law.

ACCIDENT BENEFIT RULES

If an employee is injured as a result of his reckless disregard for his own safety or as the result of his failure to comply with any safety regulation of the Company, or if he fails to observe any of the following rules, the Company may deny all or part of the benefits otherwise payable:

(a) When injured, an employee must notify, or cause to be notified, his foreman or his immediate supervisor within twenty-four hours and follow instructions as to medical treatment.

(b) Give full and correct information regarding the accident and injury or disease to the Company.

(c) Accept the medical services made available by the Company and follow the prescribed care and treatment.

(d) Report to the doctor selected by the Company to handle the case for treatment and redressing when instructed to do so.

(e) Submit to such physical examination as may be deemed necessary by the doctor selected by the Company.

(f) Report to the Company as instructed before making any change in usual place of residence or address during disability.

DETERMINATION OF SERVICE CREDITS

A. Subject to the rules in paragraphs (B.) and (C.) below, service credits will be determined as follows:

(1) Employees in the service of the Company on October 1, 1976 will retain the service credits to which they were entitled on that date under the then applicable service credit rules of the prior Disability Benefit Plan of the Company, so long as they remain continuously in the service thereafter.

(2) All employees will receive credit for "continuous active service" rendered on and after October 1, 1976.

(3) Former employees who are re-employed by the Company will have the service credits to which they were entitled on the last date of termination recalculated to include only "continuous active service".

(4) Service credits with any other company which was a member of the Consolidated Natural Gas System on October 1, 1976 will be included to the same extent as if with this Company.

(5) Employees taken over with any company, business, plant or property acquired as a going concern, may receive credit for prior service with such acquired organization, in the discretion of and to the extent determined by the Company.

B. "Continuous active service" means service dating from the last break in employee status which exceeds six months when due to voluntary resignation or discharge, or twelve months when due to any other reason.

If a break in employee status is less than the applicable period of six or twelve months, as the case may be, then it will be assumed in determining the continuity of service that no break in employee status shall have occurred, but the duration of any shorter break will be deducted in computing the length of "continuous active service".

C. Credit will be given for authorized absences of thirty consecutive calendar days' duration or less, regardless of cause, while retaining the status of an employee under the regulations of the Company.

D. Credit will be given for any period of authorized absence of more than thirty consecutive calendar days while employee status is retained if such absence is due to:

(i) leave of absence under a military service policy; or

(ii) disability resulting from sickness or accidental injury.

E. Any authorized absence, regardless of duration, while retaining the status of an employee under the regulations of the Company shall be excluded in computing the duration of any break in service.

GENERAL PROVISIONS

DEFINITIONS

(a) For the purpose of determining eligibility, the term "employee" means a person who is regularly performing the duties of an established full-time job or position, but does not include persons working on a temporary, part-time, leased or casual basis. The status of employee as defined herein will continue while the individual is absent from work to the extent determined by the Company in accordance with its regulations.

(b) The term "total disability" means such degree of incapacity due to sickness or accident as in the judgment of a physician employed by or approved by the Company precludes an employee from performing the work of his usual occupation or any other work which the Company may have available. Such physician's judgment as to whether or not there is a condition of total disability will be final, subject only to modification by the proper administrative authority in accident cases subject to a workers' compensation law.

(c) The term "governing date" means the last date the employee worked immediately preceding disability or any recurrence thereof.

(d) The term "rate of pay" means:

(1) In the case of an employee working at a single rate, the base wage or salary in effect on the governing date.

(2) In the case of an employee who works regularly at two or more rates, the weighted average earnings (excluding overtime) based on the regular working schedule in effect on the governing date.

(3) In the case of an employee who works irregularly at several rates, the actual average earnings (excluding overtime) during the ninety days the employee worked full time immediately preceding the governing date.

(4) In the case of an employee who receives any allowance under the established wage system in addition to his base pay, an average of such allowance will be added to the base pay in determining rate of pay. Such average will be computed over the twelve months immediately preceding the governing date, or if the employee has not been eligible to receive such allowance for twelve months, then over as many full months as he may have been eligible to receive same.

(5) If as to any employee the Company increases his base wage or salary during his period of disability, then the computation of the rate of pay will be adjusted accordingly.

(e) "Company" means **Hope Gas, Inc.**

(f) "Credited Service" has the meaning set forth in the Determination of Service Credits.

(g) "Union" means United Gas Workers' Union, Local 69, UWUA, AFL-CIO.

(h) "Plan" means this Disability Benefit Plan of **Hope Gas Inc.** for Employees Represented by the United Gas Workers' Union, Local 69, UWUA, AFL-CIO.

(i) "Plan Administrator" means **Vice President** of Human Resources of **Hope Gas**, or such person designated by the Company.

BENEFIT STATUS WHILE ABSENT FROM WORK

An employee on regular leave of absence or temporary layoff granted under regulations of the Company will be eligible for sickness disability benefits during the first thirty days of such inactive service, subject to the same conditions as if at work.

PAYMENT OF DISABILITY BENEFITS

Payment of disability benefits will be made as they become due in installments corresponding to the disabled employee's normal pay period unless some other interval or method is required by law or specifically authorized by the Company.

If in the judgment of the Company the condition of a disabled employee makes it inadvisable that benefits due under this Plan be paid to him as they accrue, such benefits may be paid to such person or institution as in the judgment of the Company is best fitted to hold the funds or use them for the benefit of the disabled employee.

In the event of the death of an employee while receiving disability benefits, the Company may in its discretion make payment of benefits accrued but unpaid to date of death to whomsoever it may determine proper under the circumstances.

ADJUSTMENT FOR GOVERNMENT BENEFITS

In the event a disability benefit other than that payable under workers' compensation or war veterans' legislation becomes payable by law, such disability benefit may, in the discretion of the Company, be deducted in whole or in part in determining the amount of disability benefits payable under this Plan.

BENEFITS NON-ASSIGNABLE

Benefits payable under this Plan shall be non-assignable and not subject to garnishment, attachment, execution, or levy of any kind, nor includable in the Participant's bankruptcy estate; any attempted transfer or pledge of the same will not be recognized and may, in the discretion of the Company, work a forfeiture thereof. Notwithstanding, if the Company permits payroll deductions under a contributory insurance, savings plan or other benefit program, a disabled employee may authorize similar deductions from benefits payable to him under this Plan, provided, however, that such a deduction will be made only up to an amount which will not reduce the benefits below any minimum legal requirement.

LIMITATION OF RIGHTS

This Plan shall not be construed as giving any employee the right to be retained in the service of the Company or any right or claim to a benefit after termination of service, unless the right to such benefit has accrued under the terms of this Plan prior to such termination.

In no event, however, will any benefits under this Plan be payable beyond the day preceding the effective date of the employee's retirement from the Company.

FILING A CLAIM

Benefits under the Plan are paid automatically if the employee is absent from work because of disability. If the employee believes he is entitled to benefits because of any such absence for which he was not paid, he should make a written request for such benefits to the Plan Administrator.

BENEFIT DENIAL APPEAL

The Plan Administrator has the authority to determine benefits eligibility and to interpret Plan provisions and take any action necessary to execute the provisions of the Plan and such power shall be exercised in a manner consistent with the provisions of the Plan and in accordance with the applicable federal laws.

If benefits under the Plan are denied, in whole or in part, the employee will be notified in writing by the Plan Administrator of the reason for the denial, generally within 45 days after the written request is made (subject to two additional extensions of 30 days each if special circumstances require and the Plan Administrator timely notifies the claimant of the need for the extension). If the employee does not agree with the reason for the denial, he has 180 days from the date of receipt of the denial notice to file a written request with the Plan Administrator for review of the denial, stating the reasons why he believes benefits should

have been paid. Also, the employee should include any data, questions, or comments which he feels are appropriate.

The Plan Administrator will review the request with his immediate supervisor. The employee will be advised in writing of the decision within 45 days after receipt of the request for review unless special circumstances exist that require an extension of time for processing. If an extension of time is necessary, the employee will be notified; in such an event, the decision would be rendered not later than 90 days following receipt of the review request.

In the event that the employee disagrees with the decision rendered, he may file another written appeal to the Plan Administrator. The Plan Administrator shall review the employee's appeal and advise him of his final decision within 60 days after receipt of the final appeal.

The employee will have the right to review the Plan documents which relate to his claim. The Plan Administrator has a copy of such documents and will assist in this matter.

PLAN DOCUMENT REQUEST

Upon request the employee has the right to review or have photocopied at his expense any Plan document. His written request must be submitted to the Plan Administrator. If he wants to review a document, it will be made available at a convenient location. If he desires a photocopy, he will be advised of the cost. Upon receipt of the check for the correct amount, a copy of the document will be mailed to the employee.

RIGHT OF CHANGE

It is hoped that this Plan will be continued indefinitely; however, because future conditions cannot be foreseen, the Company reserves the right to alter, amend, or terminate the Plan at any future date. If there is an effective labor contract between the Company and the Union which encompasses the subject matter of the Plan, 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, in which case the Company can make such alteration, amendment or termination after giving advance written notice to the Union.

NUMBER AND GENDER

Wherever used herein, the singular shall include the plural and the plural shall include the singular, except where context requires otherwise. Also, wherever used herein, the masculine shall include the feminine.

PLAN ADMINISTRATOR

The administration of the Plan, as provided herein, shall be the responsibility of the Plan Administrator. The Plan Administrator shall have the authority to determine benefit eligibility under this Plan, and to interpret Plan provisions and to take any actions necessary to execute the provisions of the Plan, and such power shall be exercised in a manner consistent with the provisions of the Plan and in accordance with the applicable federal laws. To this extent, in administration of the Plan, the Plan Administrator, without limitation of authority, may:

(a) Appoint agents to carry out non-fiduciary responsibilities, and may provide for relocation of such responsibilities among the Plan Administrator and/or such agents; and

(b) Consult with counsel, who may be counsel for the Company.

INDEMNIFICATION

To the extent permitted by law, the Company shall indemnify and hold harmless the officers of the Company, the Plan Administrator, and any other person or persons to whom the Company or the Plan Administrator has delegated fiduciary or other duties under the Plan, against any and all claims, losses, damages, expenses and liabilities arising from any act or failure to act that constitutes or is alleged to constitute a breach of such person's responsibilities in connection with the Plan, unless the same is determined to be due to gross negligence, willful misconduct, willful neglect of duties or willful failure to act; provided that this Section will not include any third-party administrators, consultants, contractors or other third parties.

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