LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS LARGE VOLUME NATURAL GAS SERVICE AGREEMENT ("Service Agreement") is made and entered into as of the 23rd day of August, 2016, (the "Effective Date") by and between ATMOS ENERGY CORPORATION, a Texas and Virginia corporation, ("Atmos Energy") and [redacted] General Partnership, a Kentucky general partnership, ("Customer"). Atmos Energy and Customer may also be referred to herein as a Party and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Atmos Energy desires to provide to Customer, and Customer desires to obtain natural gas service in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. Natural Gas Service Type and Volume Levels. Customer agrees to purchase from Atmos Energy or deliver to Atmos Energy for transportation, such service type being specified below, all of Customer's natural gas service requirements for Customer's facilities located at or nea[redacted] ("Customer's Facility"). Atmos Energy agrees to provide service to Customer of the type specified below, subject to the provisions of Atmos Energy's then current tariff as approved by the Kentucky Public Service Commission ("Tariff"), referenced rate schedules thereunder and the related Rules and Regulations governing natural gas service as set forth in the Tariff and this Service Agreement, including the attached General Terms and Conditions and Exhibit "A," Receipt Point(s) and Delivery Point(s) which are made a part hereof.

Atmos Energy shall have no obligation to provide for deliveries in excess of the maximum daily and hourly volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a transportation service only; provided that the maximum amounts may, at Atmos Energy's discretion, be increased upon demonstration by Customer that its actual or expected need will exceed one or all of the current maximums. Any increase in the specified maximum daily and hourly volumes shall be mutually agreed upon by the Parties as a written amendment to this Service Agreement. Atmos Energy shall not receive volumes for transportation service in excess of the daily volume hereinafter specified (MDQ):

Service	Type	Maximum Mcf/Day Delivery	Maximum Mcf/Hr. Delivery	Maximum Mcf/Day Receipt (MDQ)
Transportation	T-4	[redacted]	[redacted]	[redacted]

2. Price. Except as provided below, the price to be paid by Customer shall be in accordance with the rate schedule under which the service is rendered. Such rates, including gas cost adjustments, shall be subject to change as permitted by this Service Agreement. Any federal, state or other legal taxes, other than those based upon or measured by Atmos Energy's income which apply now or may hereafter be imposed, shall be paid by the Customer, in addition to the rates as specified.

Throughout the Term (as defined in Section 3 below) of this Agreement, the simple margin for all volumes delivered each month shall be [redacted].

3. Term. The Natural Gas Service Type and Volume Levels, Price and Term of this Service Agreement shall become effective ("Transportation Service Effective Date") on September 1st, 2016, or the first day of the next month following the date on which this Service Agreement is approved by the Kentucky Public Service Commission (the "Commission"), whichever is later, and shall continue in full force and effect for ten (10) years (the "Primary Term"),and shall be renewed for additional one year terms (each a "Renewal Term") ; provided that either Party may terminate this Service Agreement at the end of the Primary Term or at the end of any subsequent Renewal Term upon providing one hundred twenty (120) days prior written notice to the other Party. The Primary Term and subsequent Renewal Terms may be referred to collectively as the "Term". If Customer's Facility is permanently closed, then Customer may terminate the Service Agreement on 120 days' notice to Atmos Energy.

Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer at Customer's Facility shall be delivered by Atmos Energy. The Parties will use good faith efforts to obtain approval of the Service Agreement without changes. During the Term of the Service Agreement the Parties agree not to request any changes to the Service Agreement and will oppose any effort by other entities including the Commission to make changes to the Service Agreement and agree that the highest standard available under Kentucky law shall apply if applicable to any request to modify the Service Agreement. In the event that the Commission should not approve this Service Agreement the Parties agree to use their best efforts to work with each other and with the Commission to negotiate a service agreement on terms that are acceptable to the Parties and the Commission. In such event, and unless prohibited by the Commission, the rates and terms of the current service agreement shall remain in effect.

In the event Customer plans to make a filing, or direct another party to make such filing on its behalf with the Federal Energy Regulatory Commission or any other regulatory body, seeking authority to receive direct gas service following the termination of this Service Agreement, Customer agrees to notify Atmos Energy of such plans not less than 30 days prior to the date of such filing.

During the Term, Atmos Energy and Customer may mutually agree to amend this Agreement to change the type of service provided for under this agreement, i.e. sales, transportation, firm or interruptible, if Customer's needs or qualifications change. Any amendment changing the type of service must be in writing and will not, unless mutually agreed by the Parties in such amendment, change the Term of this Agreement.

4. Parking. Subject to the terms of the Tariff, Customer may "park" positive monthly imbalance volumes, up to 10% of the T-4 volumes delivered by Atmos Energy into Customer's facilities. The cost to Customer of parking such imbalance volumes shall be as set forth in the Tariff. Unless otherwise provided in the Tariff, Atmos Energy shall provide the parking service on a "best efforts" basis, and the parked volumes shall be deemed "first through the meter" delivered to Customer in the month following delivery to Atmos Energy on Customer's account.

5. Electronic Flow Measurement and Communications Equipment. The Customer will pay the Company, in accordance with the Tariff, for all costs for additional facilities and/or equipment, including electronic flow measurement ("EFM") equipment and cellular communications equipment which will be required as a result of Customer receiving Firm (Rate T-4) service, including all costs of installation and ongoing EFM repair, maintenance and replacement of such additional facilities and/or equipment and cellular communication support services. Customer is responsible for providing and maintaining the electric support services related to the EFM equipment. Such additional facilities and equipment shall be installed, maintained, operated, and owned by Atmos Energy.

6. Notices. Any notice required to be given under this Agreement, or any notice that either Party hereto may desire to give the other Party, shall be in writing and shall be considered duly delivered when deposited in the United States mail, postage prepaid, registered or certified, or sent by facsimile and addressed as follows:

If to Atmos Energy:

ATMOS ENERGY CORPORATION
(Kentucky/Mid-States Division)
5430 LBJ Freeway, Suite 160
Dallas, Texas 75240-2601
Attention: Contract Administration
Telephone: (214) 206-2574
Fax: (214) 206-2101

If to Customer:

[redacted]

or such other address as Atmos Energy, Customer or their respective successors or permitted assigns shall designate by written notice given in the manner described above. Routine communications, including monthly invoices, may be mailed by ordinary mail, postage prepaid, and addressed to the above-designated name and address.

7. Attachments. General Terms and Conditions and Exhibit "A," Receipt Point(s) and Delivery Point(s), attached hereto are expressly incorporated herein and made a part of this Service Agreement for all purposes, and all references herein and therein to "this Service Agreement" include the same and their respective terms and provisions.

8. Confidentiality. Both Parties agrees that the terms and conditions of this Service Agreement shall not be disclosed to any person or party not employed by the other Party or retained as counsel, consultant, or advisor by the other Party, other than information required to be furnished to its independent public accountant, or in connection with the defense of any litigation, or as otherwise agreed to by the Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the date first above written.

[redacted]

By: [redacted]

Title: [redacted]

ATMOS ENERGY

By: _____

Bill Greer
Vice President, Marketing
Kentucky/Mid-States Division

GENERAL TERMS AND CONDITIONS
TO
LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

1. This Service Agreement is subject to all applicable and valid statutes, ordinances, and the rules, regulations and orders of the Kentucky Public Service Commission.

2. If not presently installed, the necessary regulating and metering equipment constructed to Atmos Energy' specifications shall be installed for delivery of the gas as specified herein, and the Customer shall install or cause to be installed additional regulating equipment to provide suitable operating pressure at the various points of utilization. A suitable location for the regulating and metering equipment shall be provided by the Customer without charge, and Atmos Energy shall have the right to operate, maintain and alter this equipment as is necessary or desirable. Each Party hereto agrees to maintain any equipment owned by it and used in the performance of its obligations herein in good, safe and efficient operating condition and repair.

3. Title to sales gas shall pass from Atmos Energy to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer while such gas is on Atmos Energy's local distribution facilities. The Receipt Point(s) at which the Customer will deliver transportation gas to Atmos Energy and the Delivery Point(s) at which Atmos Energy will redeliver transportation gas to Customer are designated on Exhibit "A" attached hereto.

4. As between the Parties hereto solely, for transportation services, Atmos Energy shall be deemed in exclusive control and possession of the gas after the delivery thereof at the Receipt Point(s) and prior to the redelivery thereof, to or for the account of Customer at the Delivery Point(s). At all other times, as between the Parties hereto solely, Customer shall be deemed in exclusive control and possession of the gas and responsible for any damages, losses or injuries caused by Customer's handling, delivery or receipt thereof. For sales services, Atmos Energy shall be deemed in exclusive control and possession of the gas prior to the delivery thereof, to or for the account of Customer at the Customer's service address. Upon delivery thereof, as between the Parties hereto solely, Customer shall be deemed in exclusive control and possession of the gas and responsible for any damages, losses or injuries caused by Customer's handling, delivery or receipt thereof. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, liabilities, damages, losses, costs and expenses incurred by such other Party arising from or relating to any damages, losses or injuries for which the indemnifying Party is responsible pursuant to the provisions of this paragraph, except to the extent such damages, losses or expenses shall have been caused by the negligence of the indemnified Party.

5. In the event that either Atmos Energy or Customer is rendered unable, wholly or in part, by reason of an event of force majeure, to perform its obligations under this Service Agreement, other than to make payment due hereunder, and such Party has given notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Parties, insofar as they are affected by such force majeure, shall be suspended during the continuance of such inability, but for no longer period, and such cause shall, insofar as

possible, be remedied with all reasonable dispatch; provided, however, that the settlement of strikes or lock-outs shall be entirely within the discretion of the Party having such difficulty, and the above requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lock-outs by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having the difficulty, provided that if Atmos Energy is the party experiencing such labor unrest and disruption, it must make all reasonable efforts to help Customer secure adequate supplies..

The term "force majeure" as used herein shall mean any cause not reasonably within the control of the Party claiming suspension and includes, but is not limited to, acts of God; strikes; lock-outs; wars; acts of terrorism; riots; orders or decrees of any lawfully constituted federal, state or local body; fires; storms; floods; wash-outs; explosions; breakage or accident to machinery or lines of pipe; inability to obtain or delay in obtaining rights-of-way, materials, supplies or labor permits; temporary or permanent failure of gas supply or transportation services; capacity constraints; repair, maintenance or replacement of facilities used in the performance of the obligations contained in this Service Agreement; or any other cause of a similar nature whether of the kind herein enumerated or otherwise.

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to Atmos Energy and its receipt of gas from Atmos Energy in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by Atmos Energy. Further, the Customer agrees to be liable to Atmos Energy for all cost, expense and liability incurred by Atmos Energy, which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent that imbalances owed to Customer by Atmos Energy occur, such "parked" volumes of the Customer shall be deemed, for billing purposes, to be the first volumes delivered to the Customer during the succeeding billing period. When the volume of gas taken by Customer during a billing period exceeds the aggregate of its T-3 and T-4 transportation nominations and its available "parked" volumes, Customer shall pay Atmos Energy for such overrun volumes at the applicable cash out rate.

7. In the event of default hereunder by either Party, in addition to all rights and remedies at law or in equity to which the non-defaulting Party may be entitled, the defaulting Party agrees to reimburse the non-defaulting Party for all court costs and other expenses incurred. Further, each Party agrees to indemnify and hold the other Party harmless with regard to any and all fees, costs and expenses incurred by the non-defaulting Party in relation to all claims, disputes and suits which arise under or are related to the defaulting Party's default under this Service Agreement, except to the extent such claims, disputes and suits shall have been caused by the negligence of the non-defaulting Party. In no event shall either Party be liable for indirect, special, consequential or punitive damages.

8. This Service Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

9. This Service Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

EXHIBIT "A"

RECEIPT POINT (S) AND

DELIVERY POINT (S)

Receipt Point(s)

[redacted]

Delivery Point(s)

[redacted]