

JOHN N. HUGHES
ATTORNEY AT LAW
PROFESSIONAL SERVICE CORPORATION
124 WEST TODD STREET
FRANKFORT, KENTUCKY 40601

TELEPHONE: (502) 227-7270

JNHUGHES@fewpb.net

November 18, 2013

Jeff Derouen
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

Re: Atmos Energy Corporation
Case No. 2013-00148

Dear Mr. Derouen:

Atmos Energy Corporation submits its Supplemental Response to the Attorney General First Data Request, Item 1-212 and a petition for confidentiality for the information contained in the response. I certify that the electronic documents are true and correct copies of the original documents to be filed.

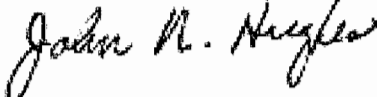
If you have any questions about this filing, please contact me.

Submitted By:

Douglas Walther
Atmos Energy Corporation
5430 LBJ Freeway
1800 Three Lincoln Centre
Dallas, TX 75240
972-855-3102
Douglas.Walther@atmosenergy.com

Mark R. Hutchinson
Wilson, Hutchinson, Poteat and Littlepage
611 Frederica St.
Owensboro, KY 42301
270 926 5011
270-926-9394 fax
randy@whplawfirm.com

And

A handwritten signature in black ink that reads "John N. Hughes". The signature is written in a cursive style with a large initial 'J' and 'H'.

John N. Hughes
124 West Todd St.
Frankfort, KY 40601
502 227 7270
No Fax
jnhughes@fewpb.net

Attorneys for Atmos Energy Corporation

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

IN THE MATTER OF:

Application of Atmos Energy Corporation)	
for an Adjustment of Rates)	Case No. 2013-00148
and Tariff Modifications)	

PETITION FOR CONFIDENTIALITY
FOR SUPPLEMENTAL RESPONSES TO ATTORNEY GENERAL'S
FIRST SET OF INFORMATION REQUESTS

Atmos Energy Corporation (Atmos Energy) petitions for an order granting confidential protection of certain responses to the Attorney General's first data request dated August 14, 2013, pursuant to 807 KAR 5:001, Section 13 and KRS 61.878. The information sought in the data requests is commercial information that if disclosed could cause substantial competitive harm to Atmos Energy. This information is not publicly available. It would be difficult or impossible for someone to discover this information from other sources. If this information were available to competitors in this form, they could use it to the competitive detriment of Atmos Energy. This information is not generally disclosed to non-management employees of Atmos Energy and is protected internally by the Company as proprietary information. The disclosure of this proprietary information would result in significant or irreparable competitive harm to Atmos Energy by providing its competitors with non-reciprocal competitive advantage. No public purpose is served by the disclosure of such information.

The Kentucky Open Records Act exempts from disclosure certain confidential or proprietary information. KRS 61.878(1)(c). To qualify for this exemption, and, therefore, maintain the confidentiality of the information, a party must establish that disclosure of the information would permit an unfair commercial advantage to competitors of the party

seeking confidentiality.

Item 212 deals with special contracts that have been previously determined to be confidential by the Commission.

212) With regard to the Company's proposed MLR proposed regulations and rate sheet included in MFR FR 16(1)(b)(4) Attachment 1 (PSC KY No. 2 Original Sheet No. 42), please provide the following regarding the statement in Section 2. Purpose which states, "Margin recovery associated with discounted service that is already reflected in the Company's base rates is prohibited from this Rider":

- a. the reference(s) to the current tariff, regulations and/or Commission Order(s) that authorized the Company to allow "discounted service" and the regulatory treatment of the shortfall in revenues associated with these discounted services;
- b. an identification of each customer by rate schedule taking discounted service that is included in the test year in this case;
- c. the actual rate(s) currently being charged for each of the customers identified in (b), as well as the applicable billing determinants;
- d. the revenues collected from the rates provided in (c);
- e. the revenues that would have been collected at full tariff rates from the customers identified in (b), as well as the identification of full tariff rates associated with the billing determinants in (c);
- f. the treatment of the revenue shortfall (difference between full rates and discounted rates revenues) in this case;
- g. all records, documents, evaluations and analyses undertaken by or for the Company associated with each customer in (b) that supports the necessity for a tariff rate lower than the full tariff rate;
- h. the annual throughput, revenues collected, and full tariff revenues associated with discounted services provided by the Company separated by rate schedule for each of the last three years;
- i. copies of each service contract;
- l. itemization and gross investment of dedicated facilities (e.g., mains, compressors, regulators, and services) used to serve each customer identified.

These questions seek information that identifies customer name, customer identifiable information, such as contracts, location, and specific volumetric usage and plant facilities associated with the customer. Included with the filed information are the stamped contracts which have been identified by customer to correspond to the previously filed confidential contracts. Those contracts also have attached the confidential cost analysis. All of this information is protected by the scope of confidentiality. The applicable statutes provide that "records confidentially disclosed to an agency or required by any agency to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records" shall remain confidential unless otherwise ordered by a court of competent jurisdiction." KRS 81.878(1). The natural gas industry is very competitive. Atmos has active competitors, who could use this information to their advantage and to the direct disadvantage of Atmos. Atmos would be at a competitive threat of loss of business due to the ability of its competitors to leverage the information to their advantage. The public disclosure of the customer name, customer identifiable information, monetary terms negotiated with each customer and critical monetary terms would permit an unfair advantage to those competitors. With the identity of the customer and the knowledge of the contract terms, competitors would have inside information to target these customers. For these reasons, the customer name, customer identifiable information, and monetary terms in the contracts are exempt from public disclosure pursuant to KRS 61.878(c)(1).

As for the information specifically requested in Item 212, the Commission has previously ruled in each of these contract submissions for approval that they are confidential. The contract terms are also excluded from public disclosure by KRS 278.160(3).

Atmos Energy requests that the information be held confidentially indefinitely. The statutes cited above do not allow for disclosure at any time. Given the competitive nature of the natural gas business and the efforts of non-regulated competitors to encroach upon traditional markets, it is imperative that regulated information remain protected and that the integrity of the information remain secure.

For these reasons, Atmos Energy requests that the items identified in this petition be treated as confidential. Should the Commission determine that some or all of the material is not to be given confidential protection, Atmos Energy requests an hearing prior to any public release of the information to preserve its rights to notice of the grounds for the denial and to preserve its right of appeal of the decision.

Submitted by:

Douglas Walther
Atmos Energy Corporation
P.O, Box 650205
Dallas, TX 75265
972-855-3102
Douglas.Walther@atmosenergy.com

Mark R. Hutchinson
Wilson, Hutchinson, Poteat & Littlepage
611 Frederica St.
Owensboro, KY 42303
270 926 5011
Fax: 270-926-9394
Randy@whplawfirm.com

John N. Hughes

John N. Hughes
124 West Todd Street
Frankfort, KY 40601
502 227 7270
Fax: none
jnhughes@fewpb.net

Attorneys for Atmos Energy Corporation

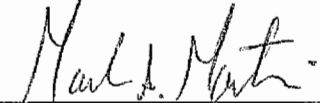
COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF)
RATE APPLICATION OF) Case No. 2013-00148
ATMOS ENERGY CORPORATION)

AFFIDAVIT

The Affiant, Mark A. Martin, being duly sworn, deposes and states that the attached responses to the Office of the Attorney General's first request for information are true and correct to the best of his knowledge and belief.




Mark A. Martin

STATE OF Kentucky

COUNTY OF Daviess

SUBSCRIBED AND SWORN to before me by Mark A. Martin on this the 20th day of August, 2013.



Notary Public - State of Kentucky at Large
My Commission Expires: Sept. 26, 2013
Notary ID: 403674

Case No. 2013-00148
Atmos Energy Corporation, Kentucky Division
AG DR Set No. 1
Question No. 1-212 (Supplement 2)
Page 1 of 3

SUPPLEMENTAL RESPONSE (11/18/2013)

REQUEST:

With regard to the Company's proposed MLR proposed regulations and rate sheet included in MFR FR 16(1)(b)(4) Attachment 1 (PSC KY No. 2 Original Sheet No. 42), please provide the following regarding the statement in Section 2. Purpose which states, "Margin recovery associated with discounted service that is already reflected in the Company's base rates is prohibited from this Rider":

- a. the reference(s) to the current tariff, regulations and/or Commission Order(s) that authorized the Company to allow "discounted service" and the regulatory treatment of the shortfall in revenues associated with these discounted services;
- b. an identification of each customer by rate schedule taking discounted service that is included in the test year in this case;
- c. the actual rate(s) currently being charged for each of the customers identified in (b), as well as the applicable billing determinants;
- d. the revenues collected from the rates provided in (c);
- e. the revenues that would have been collected at full tariff rates from the customers identified in (b), as well as the identification of full tariff rates associated with the billing determinants in (c);
- f. the treatment of the revenue shortfall (difference between full rates and discounted rates revenues) in this case;
- g. all records, documents, evaluations and analyses undertaken by or for the Company associated with each customer in (b) that supports the necessity for a tariff rate lower than the full tariff rate;
- h. the annual throughput, revenues collected, and full tariff revenues associated with discounted services provided by the Company separated by rate schedule for each of the last three years;
- i. copies of each service contract;
- j. map(s) showing the location of each customer and proximity to interstate or other pipelines;

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Atmos Energy Corporation, Kentucky Division
AG DR Set No. 1
Question No. 1-212 (Supplement 2)
Page 2 of 3

- k. list of each Atmos affiliate that provides gas supply or storage services to each customer identified; and,
- l. itemization and gross investment of dedicated facilities (e.g., mains, compressors, regulators, and services) used to serve each customer identified.

SUPPLEMENTAL RESPONSE:

The Company is submitting a supplemental response to OAG DR No. 1-212 to provide the following:

- 1. Copies of the current special contracts that are in force in unredacted form. Please see Attachment 1. Attachment 1 is Confidential. Attachment 1 replaces Attachment 2 from the Company's original submission of OAG DR No. 1-212 and Attachment 4 of the Company's first supplement response to OAG DR No. 1-212. Each contract is labeled with a letter that corresponds to the redacted version in Attachment 2 to this response.
- 2. Copies of the current special contracts that are in force in redacted form with the Commission's acceptance stamps. Please see Attachment 2. Each contract is labeled with a letter that corresponds to the unredacted version in Attachment 1 to this response.
- 3. Analyses of Contributions to Fixed Costs (unredacted). As a result of earlier special contract filings, the Commission had directed the Company to file a cost analysis showing that the proposed rate covers the variable costs of serving the customer and makes a contribution to the Company's fixed costs under the proposed special rates. Please see Attachment 3. Attachment 3 is Confidential. Each analysis is labeled with a letter that corresponds to the redacted version in Attachment 4.
- 4. Analyses of Contributions to Fixed Costs (redacted). Please see Attachment 4. Each analysis is labeled with a letter that corresponds to the unredacted version in Attachment 3.

ATTACHMENTS:

ATTACHMENT 1 - Atmos Energy Corporation, OAG_1-212_Att1_Suppl2 - KY Special Contracts (CONFIDENTIAL).pdf, 201 Pages.

ATTACHMENT 2 - Atmos Energy Corporation, OAG_1-212_Att2_Suppl2 - KY Special Contracts Stamped and Redacted.pdf, 168 Pages.

Case No. 2013-00148
Atmos Energy Corporation, Kentucky Division
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Question No. 1-212 (Supplement 2)
Page 3 of 3

ATTACHMENT 3 - Atmos Energy Corporation, OAG_1-212_Att3_Suppl2 - KY Special Contracts (CONFIDENTIAL).pdf, 96 Pages.

ATTACHMENT 4 - Atmos Energy Corporation, OAG_1-212_Att4_Suppl2 - KY Special Contracts Redacted.pdf, 91 Pages.

Respondent: Mark Martin



A

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-3460

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

November 1, 1999

Mr. Mark R. Hutchinson
Sheffer Hutchinson Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Contract Filing No. C60-1183 of Large Volume Natural Gas Service Agreement #11.

Dear Mr. Hutchinson:

The above referenced Contract filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jess Helton".

Jess Helton
Tariff Review Branch
Filings Division

Enclosure



A

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #11

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

W I T N E S S E T H:

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

PURSUANT TO 807 KAR 5.011, SECTION 9(1)
BY: Stephan O. Bui
SECRETARY OF THE COMMISSION

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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____ WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
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During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

2. Price. 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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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NOV 06 1999

3. Term. This Service Agreement shall become effective on the first day of the month when accepted by the Kentucky Public Service Commission whichever is later, and shall continue in full force and effect for (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY Stewart O. Bell
SECRETARY OF THE COMMISSION

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG: WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

If to Customer:

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By: _____

Title:

By:

Title:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

4. As between the parties hereto solely, WKG shall be deemed in 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 Customer's service address. 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, WKG 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. 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.

By: Stephan Bui
SECRETARY OF THE COMMISSION

5. In the event that either WKG 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 thereunder, 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 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

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; riots; orders or decrees 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.

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY Stacy O. Bell
SECRETARY OF THE COMMISSION

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

Delivery Point:

B

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT ("Agreement") is made and entered into this 1st day of June, 2010, by and between ATMOS ENERGY CORPORATION, ("ATMOS"), and ("Customer"), also referred to as the "parties".

WITNESSETH:

WHEREAS, ATMOS desires to provide natural gas service to Customer, and Customer desires to obtain natural gas service from ATMOS, 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:

- Natural Gas Service Type and Volume Levels. Customer agrees to deliver to ATMOS for transportation or purchase from ATMOS all of Customer's natural gas service requirements for Customer's facility located on ' ' at or near ' ' , Kentucky, (the "Facility"), of the type specified below, according to the terms and conditions set forth in this Agreement and subject to the provisions of the tariffs referenced herein and the related rules and regulations governing natural gas service pursuant to such tariffs as promulgated by the Kentucky Public Service Commission (the "Commission") and in effect during the Term (as defined in Section 3) of this Agreement; provided, however, that ATMOS shall have no obligation to provide natural gas transportation or sales service to Customer in excess of the maximum volumes hereinafter specified:

Tariffs

Maximum Mcf/Day

Firm Carriage Service

In the event Customer's actual requirements exceed the above total daily volume, ATMOS will allow a nomination equal to Customer's requirements and, if capacity is available, shall authorize and provide an increase in the maximum daily contractual volumes equal to the excess daily requirement, provided Customer demonstrates that the increased requirements are representative of Customer's future use, as then reasonably projected by Customer on the basis of historical data and/or changes in operational conditions, product demand, expansion, or other changed conditions occurring. Authorized volumes delivered to ATMOS in excess of ATMOS contractual pipeline capacity will be redelivered to Customer, if operationally possible.

KENTUCKY PUBLIC SERVICE COMMISSION
EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE
6/1/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Upon prior notice by Customer, in addition to the above specified maximum daily service requirements, ATMOS shall use reasonable commercial efforts to deliver, on an interruptible basis,

: Although the additional volumes referred to above shall be transported on an interruptible basis, such volumes shall be deemed to be Firm Carriage Service solely for pricing purposes.

2. Price. Except as provided below, the price to be paid by the Customer during the Term shall be in accordance with the tariff rate schedule under which the service is rendered. Such rates, excluding simple margin (which shall remain unchanged during the Term) shall be subject to changes as permitted by law. Any Federal, State or other taxes (other than those based upon or measured by ATMOS' income) which apply and are charged to or imposed upon Customer on the purchase of services or gas from ATMOS hereunder shall be paid by Customer in addition to the rates as specified, provided that where any such taxes are reduced or eliminated, the charges to Customer shall be adjusted downward to reflect that fact.

The Simple Margin for all volumes delivered under Firm Carriage Service shall be per Mcf. The "Lost and Unaccounted For" gas percentage ("L&U") to be applied under this Agreement shall be on all volumes delivered to ATMOS by Customer for transportation hereunder by ATMOS.

To the extent any charge is imposed upon ATMOS by virtue of proceedings before the Federal Energy Regulatory Commission (or successor authority) ("FERC"), ATMOS shall impose such charge on Customer to the extent approved by the Commission.

3. Term. This Agreement shall become effective on June 1, 2010, (or the first day of the month during which it is accepted by the Commission, if later), and shall continue in full force and effect until June 1, 2011, ("Initial Term"), and year-to-year thereafter unless and until terminated by either party upon written notice 180 days prior to the end of the Initial Term or any subsequent renewal term. Such termination shall become effective at the end of the then current term.

4. Notices. Any notice required to be given under this Agreement or any notice which either party hereto may desire to give the other party shall be in writing and shall be considered given (a) on the date of personal delivery, or (b) on

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
W. BRUCE WING
EFFECTIVE 6/1/2010 PURSUANT TO 207 KAR 5:011 SECTION 8 (1)

the date of deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, or (c) on the date following the date of delivery to a nationally known overnight courier service, in each case addressed as follows:

If to ATMOS Energy Corporation:

ATMOS ENERGY CORPORATION
3275 Highland Pointe Drive
Owensboro, Kentucky 42303-2114
Attention: Marketing Department

CORPORATION:

Or such other address as ATMOS, Customer, or their respective successors or permitted assigns shall designate by written notice given in the matter described above. Routine communications, including monthly invoices, may be mailed by ordinary mail, postage prepaid, addressed as provided above.

5. **Attachments:** General Terms and Conditions and Exhibit "A," Receipt Point(s) and Delivery Points(s), attached hereto are expressly incorporated herein and made a part of this Agreement for all purposes, and all references herein and therein to "this Agreement" include all such exhibits and the terms and provisions contained therein.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirkley</i>
EFFECTIVE 6/1/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

ATMOS ENERGY CORPORATION

By: Michael D. Ellis

Title: V.P. - Marketing

By: _____

Title: DIRECTOR - PROCUREMENT

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 6/1/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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 Commission. This Agreement shall not be effective until accepted by the Commission upon additional conditions, if any, acceptable to each of the parties. Except for specific deviations noted in this Service Agreement, all terms and conditions of ATMOS' T-4 tariff shall apply to the Firm Carriage Service specified herein and such tariff shall be included herein by reference.
2. If not presently installed, the necessary regulating and metering equipment constructed to ATMOS' specifications shall be installed for delivery of the gas as specified here, and the Customer shall install additional regulating equipment to provide suitable pressure and operation at the various point of utilization. A suitable location for the regulating and metering equipment shall be provided by the Customer without charge, and ATMOS 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. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to ATMOS is designated on Exhibit "A" attached hereto. Title to sales or overrun gas shall pass from ATMOS to Customer, upon the delivery thereof, at the Customer's service address.
4. The parties agree that, solely as between them, (a) ATMOS shall be deemed to be in exclusive control and possession of gas from and after its delivery at the Receipt Point, as defined in this Agreement, and prior to delivery of the gas by ATMOS to Customer's Delivery Point, as defined in this Agreement, (b) Customer shall be deemed in exclusive control and possession of the gas at other times, (c) each party shall be responsible for any claims, liabilities, damages, losses, costs or expenses resulting from or arising out of its handling, delivery or receipt of gas deemed to be in its control and possession hereunder, or otherwise arising from occurrences with respect to such gas when it is deemed to be in such party's control and possession hereunder except to the extent such claims, liabilities, damages, losses, costs or other expenses result from or are caused by any act or omission of the other party, and (d) each party agrees to indemnify, defend and hold the other party harmless from and against any and all such claims, liabilities, damages, losses, costs or expenses.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
<i>Brent Kinley</i>
EFFECTIVE 6/1/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(including attorneys' fees) incurred by the other party except to the extent such claims, liabilities, damages, losses, costs, or other expenses result from or are caused by any act or omission of the other party.'

5. In the event that either ATMOS or Customer is rendered unable, wholly or in part, by reason of any event of force majeure, to perform its obligations under this Agreement, other than to make payment due thereunder, 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.

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; 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 Agreement; or any other cause of a similar nature not reasonably within the control of the party 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 and its receipt of gas from ATMOS in continuous balance or as near thereto as practicable on a Mcf or MMBtu basis, as designated by ATMOS. ATMOS is authorized to require an adjustment to Customer's transportation nominations as ATMOS, in its sole discretion, deems appropriate to avoid or eliminate an imbalance on any transporting interstate pipeline system. Further, the Customer agrees to be liable to ATMOS for all cost, expense and liability to ATMOS related to the Customer's transportation related activity on any transporting interstate pipeline system. The Company agrees to have a monthly "banked" gas balance of up to ten percent (10%) of all volumes received for transportation from Customer at the in Exhibit "A" attached hereto. Customer understands that constraints may occasionally restrict the ability to access

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEBOEN Executive Director
<i>Burt Kirtley</i>
EFFECTIVE 6/1/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

such "banked" volumes of the Customer shall be deemed for billing purposes to be the first volumes delivered to Customer during the succeeding billing period.

ATMOS' monthly reconciliation of deliveries to Customer shall occur in the manner hereinafter set forth. The first volumes delivered to Customer hereunder by ATMOS shall be the volumes "banked" during the previous month, if any. The second volumes delivered to Customer hereunder by ATMOS shall be those volumes, if any, delivered to the ATMOS system by Customer through the

Receipt Point, which are confirmed, accepted, and received by ATMOS. The third volumes delivered to Customer shall be those volumes, if any, delivered to the ATMOS system by Customer through the " " Receipt Point, which are confirmed, accepted, and received by ATMOS. When the volume of gas taken by Customer during a billing period exceeds the aggregate of its transportation nominations and its available "banked" volumes, if any, Customer shall pay ATMOS for such overrun volumes at the applicable tariff rate. When the volume of gas taken by Customer during a billing period is less than the aggregate of its transportation nominations and is available "banked" volumes, if any, and the imbalance exceeds the "banking" allowance set forth herein, such excess volumes shall be subject to the "cash-out" provisions of ATMOS' tariff for Firm Carriage Service (Rate T-4).

7. Neither party may assign any of its rights or obligations hereunder to any person or entity without the prior written consent of the other, such consent not to be unreasonably withheld. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
8. In the event of default hereunder by either party, in addition to all other rights and remedies at law or in equity to which the non-defaulting party maybe entitled, the defaulting party agrees to reimburse the non-defaulting party for all attorneys' fees, court costs, and other expenses incurred. Each party agrees to indemnify, defend and hold the other party harmless with regard to any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by the non-defaulting party resulting from the breach or nonperformance by the defaulting party of any agreement contained in this Agreement, except to the extent the claims, liabilities, damages, losses, costs, and expenses incurred by the non-defaulting party are caused by or result from the non-defaulting party's acts or omissions, or by its breach or nonperformance of any agreement herein.
9. This Agreement constitutes the entire agreement between ~~the Parties~~ ~~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

KENTUCKY PUBLIC SERVICE COMMISSION
DEBBIE RICH BROWN EXECUTIVE DIRECTOR TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 6/1/2010 PURSUANT TO 807 KAR 6:011 SECTION 9 (1)

subject matter hereof. No amendment or other modification hereto shall be binding upon any party unless executed in writing by both parties.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kinley</i>
EFFECTIVE 6/1/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT "A"
RECEIPT POINT(S)
AND
DELIVERY POINT(S)

RECEIPT POINTS:

DELIVERY POINT:

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 6/1/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



C

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-1582

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

October 26, 1999

Mr. Mark R. Hutchinson
Sheffer-Hutchinson-Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Special Contract #5 Filed October 7, 1999

Dear Mr. Hutchinson:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,

Handwritten signature of Jordan C. Neel in cursive script.

Jordan C. Neel
Tariff Review Branch Manager
Filings Division



Contract No. WKG-

C

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #6

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ day of _____, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____, ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____

WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. Unless otherwise agreed to by WKG and customer, WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Day</u>
				NOV 06 1999

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

PURSUANT TO 807 KAR 5:011,
 SECTION 9(1)

BY: Stephan D. Bell
 SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

In the event Customer's actual requirements exceed the above total daily volume, WKG will allow a nomination equal to

Customer's requirements and, if capacity is available, shall authorize and provide an increase in the maximum daily contractual volumes equal to the excess daily requirement, provided Customer demonstrates that the increased requirements are representative of Customer's future use, as then reasonably projected by Customer on the basis of historical data and/or changes in operations, facilities, expansion, or other changed conditions occurring or likely to occur.

Customer has the option to select another tariff service during the primary term of the Agreement, provided the Customer has been under the current service for at least one year, and that the Customer provides WKG with sixty (60) days prior written notice of its election of this option.

In accordance with the terms of WKG's current tariff, Customer may "park" positive monthly imbalance volumes, up to 10% of the carriage volumes delivered by WKG into Customer's facilities. WKG 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 WKG on the Customer's account.

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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified.

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OF KENTUCKY
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PURSUANT TO 807 KAR 5011:
SECTION 9 (1)

3. Term. This Service Agreement shall become effective on _____, or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____, (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

BY: *Stephen D. Bill*
SECRETARY OF THE COMMISSION

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG: WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: - 502/685-8069
Facsimile: 502/685-8052

If to Customer:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By: _____

Title:

By: _____

Title

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan Bee
SECRETARY OF THE COMMISSION

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, for transportation services, WKG 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 Customer's service address. 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, WKG 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. 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 incurred by the negligence of the indemnified party.

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

5. In the event that either WKG 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 thereunder, 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.

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; 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.

NOV 06 1999

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis as stipulated in applicable tariff. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff rate.

PURSUANT TO 207 KAR 5.011,
SECTION 9 (1)
BY: Silvan J. Bell
SECRETARY OF THE COMMISSION

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Blue
SECRETARY OF THE COMMISSION

EXHIBIT " A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 6:011,
SECTION 9 (1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION



D

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-3460

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

Paul E. Patton
Governor

November 1, 1999

Mr. Mark R. Hutchinson
Sheffer Hutchinson Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Contract Filing No. C60-1184 of Large Volume Natural Gas Service Agreement #12.

Dear Mr. Hutchinson:

The above referenced Contract filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jess Helton".

Jess Helton
Tariff Review Branch
Filings Division

Enclosure



Contract No. WKG-

D

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT *12

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this 1st day of _____, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____ WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</u>
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NOV 06 1999

PURSUANT TO 807 KAR 5011, SECTION 9(1)

BY Stephen D. BCU SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer regardless of nominations, be deemed to first satisfy _____ volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified.

The simple margin for all volumes delivered each month under the Firm Carriage Service shall be the lower of: \$0.10 per Mcf for volumes up to 50,000 Mcf, and \$0.0823 per Mcf for all volumes delivered each month over 50,000 Mcf; or (b) the simple margin that would otherwise have been charged during such month under the applicable tariff rate as filed with the Kentucky Public Service Commission.

3. Term. This Service Agreement shall become effective on _____, or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____ (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG. If this Service Agreement is not approved by the KPSC by March 1, 2000 the parties shall negotiate in good faith to determine a revised price and effective date that is acceptable to both parties. If the parties cannot, after such good faith negotiations, mutually agree to a revised price and/or effective date, this Agreement shall terminate and neither party shall have any further obligation to the other hereunder, except to pay for any natural gas delivered, but not paid for at the time of such termination.

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 06 1999
PURSUANT TO 807 KAR 5011.
SECTION 9(1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG: WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

If to Customer:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan O Bull
SECRETARY OF THE COMMISSION

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

6. Agreement. This Agreement constitutes the entire Agreement between the parties hereto and replaces and supersedes all prior Agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division OF
Atmos Energy Corporation

By: _____

Title: _____

By: _____

Title _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto. Subject to a mutual agreement of the parties,

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

4. As between the parties hereto solely, for transportation services, WKG 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 for the account of Customer at the Customer's service address. 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, WKG 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. 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

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PURSUANT TO KAR 5011,
SECTION 4(1)
OF THE
SECRETARY OF THE COMMISSION

extent such damages, losses or expenses shall have been caused by the negligence of the indemnified party.

5. In the event that either WKG 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 thereunder, 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.

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; 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 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 from WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff rate.

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OF KENTUCKY
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PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
Richard Bell
SECRETARY OF THE COMMISSION

7. 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

EXHIBIT " A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION



E

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-1582

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

Paul E. Patton
Governor

October 26, 1999

Mr. Mark R. Hutchinson
Sheffer-Hutchinson-Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Special Contract #7 Filed October 7, 1999

Dear Mr. Hutchinson:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jordan C. Neel".

Jordan C. Neel
Tariff Review Branch Manager
Filings Division



Contract No. WKG-

E

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #1

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ day of _____ by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____, a Delaware corporation, ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____

WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan O. Bull
SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

2. Price. 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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified.

3. Term. This Service Agreement shall become effective on _____ or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____ (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG:

WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

If to Customer:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan D Bell
SECRETARY OF THE COMMISSION

2. Price. 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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified.

3. Term. This Service Agreement shall become effective on _____ or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____, (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG:

WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

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OF KENTUCKY
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If to Customer:

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PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy, Corporation

By: _____

Title:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

By: 7

title

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

GENERAL TERMS AND CONDITIONS
TO
LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

1. This Service Agreement is subject to all applicable laws, regulations, and orders of the Kentucky Public Service Commission. ~~by Order of the~~
SECRETARY OF THE COMMISSION

2. If not presently installed, the necessary regulating and metering equipment constructed to WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, for transportation services, WKG 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 Customer's service address. 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, WKG 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. 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 WKG 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 thereunder, 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.

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; 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff rate.

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OF KENTUCKY
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PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

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.

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OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bill
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

Delivery Point:

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

F

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT ("Service Agreement") is made and entered into as of the _____, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas and Virginia corporation, ("WKG") and _____.

_____ company ("Customer"), also referred to as the "parties."

WITNESSETH:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____.

WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement, including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

Service	Type	Priority	Maximum Mcf/Day	Maximum Mcf/Hr.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JUN 15 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 or LVS-1 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 or LVS-2 volumes, if any.

2. Price. 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 law. Any federal, state or other legal taxes, other than those based upon or measured by WKG's income which apply now or may hereafter be imposed, shall be paid by the Customer, in addition to the rates as specified.

3. Term. This Service Agreement shall become effective on the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC") and shall continue in full force and effect for _____ (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Service Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. 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 WKG:

WESTERN KENTUCKY GAS COMPANY,
A Division of Almos Energy Corporation
2401 Hartford Road
Owensboro, Kentucky 42303

Attention: Marketing Department

Telephone: 270/685-8069

Facsimile: 270/685-8052

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

If to Customer:

JUN 15 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

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

WESTERN KENTUCKY GAS COMPANY,
A Division of Almos Energy Corporation

By: _____

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 15 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

CONFIDENTIAL

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, for transportation services, WKG 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 Customer's service address. 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 service, WKG shall be deemed in exclusive control and possession of the gas prior to 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. 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 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JUN 15 2001
PURSUANT TO 2007 KAR 5:011,
SECTION 9 (1)
REVISED BY
Bull
OF THE COMMISSION

5. In the event that either WKG 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 thereunder, 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 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.

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; 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG, which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent that imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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 volume of its T-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff rate.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JUN 15 2001

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

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY PLO
SECRETARY, PUBLIC SERVICE COMMISSION

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 15 2001

PURSUANT TO 807 KAR 501.1,
SECTION 9(1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point(s)

Primary Receipt Point

Alternate Receipt Point

Delivery Point(s)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 15 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

CONFIDENTIAL

6

Contract No.

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 20 1998
As set out in Case No. 96-113
PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Quelan C. Nash
FOR THE PUBLIC SERVICE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ day of _____, 1996, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

W I T N E S S E T H :

WHEREAS, WKG 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 WKG or deliver to WKG for all of Customer's natural gas service requirements for Customer's facility located _____ WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer:

<u>Service</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
----------------	----------------------------	----------------------------

In the event Customer's actual requirements exceed the above total daily volume, WKG will allow a nomination equal to Customer's requirements and, if capacity is available, shall authorize and provide an increase in the maximum daily contractual volumes equal to the excess daily requirement, provided Customer demonstrates that the increased requirements are representative of Customer's future use.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out ARR 2/19/96-113

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Anderson C. Neal
FOR THE PUBLIC SERVICE COMMISSION

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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by Customer in addition to the rates as specified. To the extent any charge is imposed upon WKG by virtue of proceedings before the Federal Energy Regulatory Commission (or successor authority) ("FERC"), WKG shall impose such charge on Customer to the extent approved by the Commission.

The Lost & Unaccounted gas percentage ("L&U") to be applied under this Agreement shall be determined in the following manner. Effective each November 1, WKG shall adjust the L&U factor based on WKG's review of system L&U for upstream WKG facilities.
percentage as stated in the WKG's tariff. The initial L&U percentage to be

3. Term. This Agreement shall become effective on the first day of the month following acceptance of this Agreement by the KPSC, and shall continue in full force and

Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG. In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which either party hereto may desire to give the other party shall be in writing and shall be considered duly delivered when deposited in the PUBLIC SERVICE COMMISSION OF KENTUCKY by mail, postage prepaid, registered or certified mail, or by facsimile and addressed as follows:
EFFECTIVE

APR 20 1996 CN 96-113
As set out in
PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

If to WKG: WESTERN KENTUCKY GAS COMPANY
P.O. Box 866
Owensboro, Kentucky 42302
Attention: Marketing Department
Telephone: 502-685-8069
Facsimile: 502-685-8052

If to Customer:

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By: *Carol Fisher* *CF*

Title: *President*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

By:

Title:

As set forth in C.N. 96-113
APR 2 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Jordan C. Neal*
FOR THE PUBLIC SERVICE COMMISSION

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. Except for specific deviations noted in this Service Agreement, shall apply to the Interruptible Carriage Service specified herein and such tariff shall be included herein by reference.

2. If not presently installed, the necessary regulating and metering equipment constructed to WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, WKG 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 Customer's service address. 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. 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 (including attorneys' fees) 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.

APR 20 1996

PURSUANT TO OAG DR NO. 1-212
SECTION 9 (1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

5. In the event that either WKG 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 thereunder, 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.

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; 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff rate.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in APR 20 2013 696-113
PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

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 attorneys' fees, 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 (including attorneys' fees) 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.

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in 2013-00148-113.
APR 20 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out APR 20 1996 *RA 96-113*

PURSUANT TO 807 KAR 6.011,
SECTION 9 (1)

BY: *Jordan C. Neal*
FOR THE PUBLIC SERVICE COMMISSION

6

AMENDMENT TO LARGE VOLUME
NATURAL GAS SERVICE AGREEMENT

This Amendment dated _____, 1996, amends and modifies the Large Volume Natural Gas Service Agreement No. (the "Agreement"), following acceptance of the Agreement by the Kentucky Public Service Commission, between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation ("WKG") and

WHEREAS, WKG and Customer entered into the Agreement whereby WKG agreed to provide and Customer agreed to pay for certain natural gas services as described in the Agreement; and

WHEREAS, WKG and Customer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in CN 96-113
APR 20 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: *Jordan C. Neal*
FOR THE PUBLIC SERVICE COMMISSION

2. The terms of this Amendment shall be effective throughout the remaining term of the Agreement

prior written notice to the other party; provided, however, this Amendment shall remain in effect for a

3. In the event this Amendment is terminated prior to the termination of the Agreement,

4. All other provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Large Volume Natural Gas Service Agreement as of the date first written above.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By:

By: *Carl Finkler* *CF*

Title:

Title: *President*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in CN 96-113
APR 20 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Jordan C. Neel*
FOR THE PUBLIC SERVICE COMMISSION

6

AMENDMENT TO LARGE VOLUME
NATURAL GAS SERVICE AGREEMENT

This Amendment dated _____, 1996, amends and modifies the Large Volume Natural Gas Service Agreement No. (the "Agreement"), following acceptance of the Agreement by the Kentucky Public Service Commission, between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation ("WKG") and

WHEREAS, WKG and Customer entered into the Agreement whereby WKG agreed to provide and Customer agreed to pay for certain natural gas services as described in the Agreement; and

WHEREAS, WKG and Customer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in CN 96-113
APR 20 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: *Jordan C. Neal*
FOR THE PUBLIC SERVICE COMMISSION

2. The terms of this Amendment shall be effective throughout the remaining term of the Agreement

prior written notice to the other party; provided, however, this Amendment shall remain in effect for a

3. In the event this Amendment is terminated prior to the termination of the Agreement,

4. All other provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Large Volume Natural Gas Service Agreement as of the date first written above.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By:

By: Carl Fincher *CF*

Title:

Title: President

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in CN 96-113
APR 20 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION



H

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-3460

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

November 1, 1999

Mr. Mark R. Hutchinson
Sheffer Hutchinson Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Contract Filing No. C60-1181 of Large Volume Natural Gas Service Agreement
#9.

Dear Mr. Hutchinson:

The above referenced Contract filing has been received and reviewed. An
accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jess Helton".

Jess Helton
Tariff Review Branch
Filings Division

Enclosure



H

Contract No. WKG-

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT ^{#1}

BETWEEN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

AND

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O. Bull
SECRETARY OF THE COMMISSION

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ day of _____, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

W I T N E S S E T H:

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

NOV 06 1999
PURSUANT TO 802 KAR 5011,
SECTION 9 (1)

BY: Stephan B. Bell
SECRETARY OF THE COMMISSION

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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____

WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
----------------	-------------	-----------------	------------------------	------------------------

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer to the rates as specified.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

3. Term. This Service Agreement shall become effective on _____, or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____, (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG:

WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

If to Customer:

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

or such other address as WKG, Customer, or their 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By:

Title:

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, for transportation services, WKG shall be deemed in control and possession of the gas after the delivery thereof at the Receipt Point(s) and prior to the redelivery thereof for the account of Customer at the Customer's service address. 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, WKG 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. 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 06 1999
PURSUANT TO 307 KAR 5011,
SECTION 8(1)
BY: Shawn Orbell
SECRETARY OF THE COMMISSION

5. In the event that either WKG 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 thereunder, 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 force majeure be remedied with all reasonable dispatch shall 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 06 1999

The term "force majeure" as used herein shall mean any cause not reasonably within the control of the party causing suspension and includes, but is not limited to, strikes; lock-outs; wars; riots; orders or decrees 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.

PURSUANT TO 807 KAR 5.011,
SECTION 10(4)
BY Steven G. Bell
SECRETARY OF THE COMMISSION

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION



I

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-1582

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

October 26, 1999

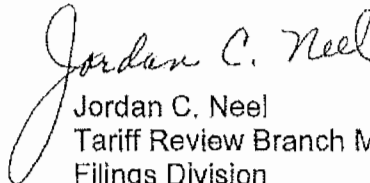
Mr. Mark R. Hutchinson
Sheffer-Hutchinson-Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Special Contract #4 Filed October 7, 1999

Dear Mr. Hutchinson:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,


Jordan C. Neel
Tariff Review Branch Manager
Filings Division



Contract No. WKG-

I

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #4

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this 1st day of _____ by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____ WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
----------------	-------------	-----------------	------------------------	------------------------

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, be deemed to first satisfy the Firm Carriage volumes and then the Interruptible Carriage volumes.

In the event Customer's actual requirements exceed the maximum daily volume referenced above, Customer may make a nomination equal to Customer's additional requirements. If WKG and Customer agree that the increased requirements are

representative of Customer's expected future maximum daily use, and if the requirements do not exceed the maximum hourly demand referenced above, WKG shall authorize and provide an increase in the maximum daily volumes equal to the additional requirements; however, if the requirements exceed the maximum hourly demand referenced above, WKG shall authorize and provide an increase in the maximum daily volumes and/or maximum hourly volumes, as applicable, equal to the additional requirements, if sufficient capacity is available. If capacity is not available for new gas consuming equipment that is added (and is verified) during the term of this agreement, the parties shall negotiate, in good faith to find an alternative solution to deliver the gas requirements needed to operate this facility.

In the event Customer desires to increase the level of firm service capacity stated herein (e.g., firm sales, firm transportation, or firm carriage services), Customer shall submit such request to WKG in writing. If WKG confirms that sufficient capacity is available to provide the requested firm service increase, a contract amendment reflecting such change shall be provided by WKG for execution by the parties. The parties understand and acknowledge that demands may be made upon WKG for firm service capacity upstream of Customer. In the event WKG becomes aware of a prospective demand for upstream firm capacity which could materially affect the availability of increased future firm service to Customer, WKG agrees to use reasonable efforts to notify Customer of such prospective demand before making additional upstream firm service commitments, to allow Customer the option of requesting an increase in its level of firm service. Customer shall make such request in writing within the time frame specified by WKG. If sufficient capacity is available, and if the parties mutually agree on all terms and conditions involving the increased firm level of service, the parties shall execute a contract amendment reflecting such agreement.

In accordance with the terms of WKG's current tariff, Customer may "park" positive monthly imbalance volumes, up to 10% of the carriage volumes delivered by WKG into Customer's facilities. WKG shall provide the parking service on a "best efforts" basis, and the "parked" volumes shall be deemed "delivered to the meter" delivered to Customer in the month following delivery to WKG on the Customer's account.

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2. Price.

a. Except as provided below, the price to be paid by Customer shall be in accordance with the rates set forth in Schedule B under

PURSUANT TO 807 KAR 5011,

SECTION 9(1)
PUBLIC SERVICE COMMISSION
OFFICE OF THE SECRETARY
OF KENTUCKY
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SECRETARY OF THE COMMISSION

which the service is rendered. Except for the simple margin set forth in Paragraph 2(b) of this Agreement (which shall remain unchanged during the term), the rate schedules, including gas cost adjustments, shall be subject to change as permitted by law. Any Federal, State, or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified. To the extent any charge is imposed upon WKG by virtue of proceedings before the Federal Energy Regulatory Commission (or successor authority) ("FERC"), WKG shall impose such charge on Customer to the extent approved by the Commission.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

3. Term. This Service Agreement shall become effective on _____ or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____, (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon ninety (90) days prior written notice to the other party. Customer agrees that while this Service Agreement is in

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By: _____

Title: _____

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, for transportation services, WKG 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 Customer's service address. 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, WKG 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. 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.

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

5. In the event that either WKG 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 thereunder, 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.

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; 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall be liable to WKG for such overrun volumes at the applicable tariff rate.

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

Notwithstanding any provision to the contrary in this Agreement or in any applicable tariff, WKG shall curtail transportation service to the Customer only in the event that WKG is unable to confirm that the Customer's gas supply is actually being delivered to the WKG system or that capacity constraints on WKG's system or the transporter's system restrict WKG's ability to transport gas to the Customer.

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.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

EXHIBIT " A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan Bell
SECRETARY OF THE COMMISSION



J

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-1582

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

October 26, 1999

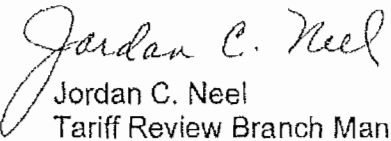
Mr. Mark R. Hutchinson
Sheffer-Hutchinson-Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Special Contract #8 Filed October 7, 1999

Dear Mr. Hutchinson:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,


Jordan C. Neel
Tariff Review Branch Manager
Filings Division



LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #8

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this [redacted] by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and [redacted] ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near [redacted] WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum EFFECTIVE Mcf/Hr.</u>
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[redacted]

PUBLIC SERVICE COMMISSION
OF KENTUCKY

NOV 06 1999

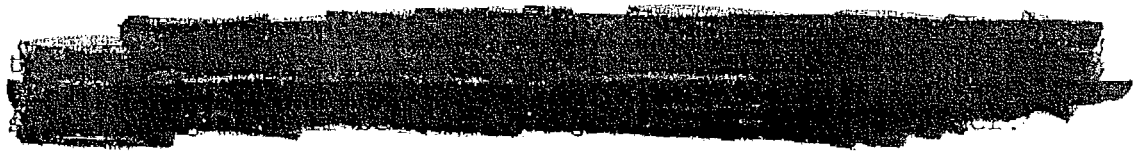
FOR FEES TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

In accordance with the terms of WKG's current tariff, Customer may "park" positive monthly imbalance volumes, up to 10% of the firm carriage and interruptible carriage volumes delivered by WKG into Customer's facilities. WKG 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 WKG on the Customer's account.

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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified.



3. Term. This Service Agreement shall become effective on [redacted], or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for [redacted] (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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, by first class facsimile and addressed as follows:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

If to WKG:

WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 270/685-8069
Facsimile: 270/685-8052

If to Customer:



or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

PUBLIC SERVICE COMMISSION
WESTERN KENTUCKY GAS COMPANY, OF KENTUCKY
A Division Of EFFECTIVE
Atmos Energy Corporation

By: _____ NOV 06 1999

Title: _____ PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

By: _____

Title: _____

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer shall deliver transportation gas to WKG is designated on Exhibit A attached hereto.

4. As between the parties hereto solely for transportation services, WKG shall be deemed in exclusive control and possession of the gas after the delivery at the Receipt Point(s) and prior to the redelivery thereof for the account of Customer at the Customer's service address. At all other times, as between the parties hereto solely for sales services, WKG 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, WKG 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 (including reasonable attorneys' fees) 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 WKG 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 thereunder, 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.

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; 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 from third party supplier; 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. If WKG suspension of performance due to a "force majeure" event and the suspension is expected to last greater than ninety "90" days, then the Customer may terminate this Agreement by giving at least sixty "60" days prior written notice.

6. During each billing period involving transportation of gas services, Customer agrees to maintain its deliveries of gas to WKG and its receipt of gas from WKG in continuous balance near thereto as practicable on an Mcf or MMBtu designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
DATE
NOV 06 1999

PURSUANT TO KRS 5011.001
SECTION 9 (1)
BY
SECRETARY OF THE COMMISSION

taken by Customer during a billing period exceeds the aggregate of its T-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff 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 (including reasonable attorneys' fees) 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, unless the same shall arise by reason of a parties gross negligence or willful misconduct.

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan B. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

[REDACTED]

Delivery Point:

[REDACTED]

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

K

Contract No.

96-295

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

BETWEEN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

AND

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

BY: Phyllis Linnis
DIRECTOR, RATES & RESEARCH DIV.

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ day of _____, 1996, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

W I T N E S S E T H :

WHEREAS, WKG 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 WKG or deliver to WKG for all of Customer's natural gas service requirements for Customer's facility located _____
WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
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During any billing period, volumes delivered to Customer shall be deemed to first satisfy the Firm Carriage volumes and then the Interruptible Carriage volumes.

In the event Customer's actual requirements exceed the maximum daily volume referenced above, Customer may make a nomination equal to Customer's additional requirements. If WKG and Customer agree that the increased requirements are representative of Customer's expected future maximum daily use, and if the requirements do not exceed the maximum hourly demand referenced above, WKG shall authorize and provide an increase in the maximum daily volumes equal to the additional

requirements; however, if the requirements exceed the maximum hourly demand referenced above, WKG shall authorize and provide an increase in the maximum daily volumes and/or maximum hourly volumes, as applicable, equal to the additional requirements, if sufficient capacity is available.

In the event Customer desires to increase the level of firm service capacity stated herein (e.g., firm sales, firm transportation, or firm carriage services), Customer shall submit such request to WKG in writing. If WKG confirms that sufficient capacity is available to provide the requested firm service increase, a contract amendment reflecting such change shall be provided by WKG for execution by the parties. The parties understand and acknowledge that demands may be made upon WKG for firm service capacity upstream of Customer. In the event WKG becomes aware of a prospective demand for upstream firm capacity which could materially affect the availability of increased future firm service to Customer, WKG agrees to use reasonable efforts to notify Customer of such prospective demand before making additional upstream firm service commitments, to allow Customer the option of requesting an increase in its level of firm service. Customer shall make such request in writing within the time frame specified by WKG. If sufficient capacity is available, and if the parties mutually agree on all terms and conditions involving the increased firm level of service, the parties shall execute a contract amendment reflecting such agreement.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Phyllis Lanning
DIRECTOR, RATES & REVENUE DIV.

2. Price.

a. 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. Except for the simple margin set forth in Paragraphs 2(b)(i) and 2(b)(ii) of this Agreement (which shall remain unchanged during the term), the rate schedules, including gas cost adjustments, shall be subject to change as permitted by law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified. To the extent any charge is imposed upon WKG by virtue of proceedings before the Federal Energy Regulatory Commission (or successor authority) ("FERC"), WKG shall impose such charge on Customer to the extent approved by the Commission.

b. If total monthly deliveries are the rates for services utilized shall be in accordance with the effective WKG tariff rates. For purposes of applying WKG's tariff rates to monthly deliveries of the rate identified in WKG's tariff shall be applied to Firm Carriage Service volumes under this agreement, and the rate identified as shall be applied to Interruptible Carriage Service volumes. total monthly deliveries are greater than

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Phillip Lavin
DIRECTOR, RATES & RESEARCH DIV.

c. The initial lost and unaccounted for ("L&U") gas percentage to be applied to transported volumes under this Agreement Effective each November 1, WKG shall adjust the L&U factor based upon its review of system L&U for upstream WKG facilities. percentage stated in WKG's tariff.

3. Term. This Agreement shall become effective on the first day of the month following acceptance of this Agreement by the KPSC, and shall continue in full force and

Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG. In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG:

WESTERN KENTUCKY GAS COMPANY
P.O. Box 866
Owensboro, Kentucky 42302
Attention: Marketing Department
Telephone: 502-685-8069
Facsimile: 502-685-8052

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

If to Customer:

SEP 18 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Phyllis Linn
DIRECTOR, RATES & RESEARCH DIV.

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By: Carl Fischer *CF*

Title: President

By:

Title:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Phyllis Lammie
DIRECTOR, RATES & RESEARCH DIV.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

GENERAL TERMS AND CONDITIONS
TO

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT SECTION 9(1)

PURSUANT TO 807 KAR 5011.
BY: Phyllis Lammie
DIRECTOR, RATES & RESEARCH DIV.

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. Except for specific deviations noted in this Service Agreement, shall apply to the Interruptible Carriage Service specified herein and tariff shall apply to the Firm Carriage Service specified herein and such tariffs shall be included herein by reference.

2. If not presently installed, the necessary regulating and metering equipment constructed to WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, WKG 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 Customer's service address. 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. 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 (including attorneys' fees) 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 WKG 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 thereunder, 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.

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; 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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 transportation nominations and its available parked and/or "banked" volumes, Customer shall pay WKG such overrun volumes at the applicable tariff rate.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

Notwithstanding any provision to the contrary in this Agreement or in any applicable tariff, WKG shall curtail transportation service to the Customer only in the event that WKG is unable to confirm that the Customer's gas supply is actually being delivered to the WKG system or that capacity constraints on WKG's system or the transporter's system restrict WKG's ability to transport gas to the Customer.

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 attorneys' fees, 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 (including attorneys' fees) 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.

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Phyllis Linnis
DIRECTOR, RATES & RESEARCH DIV.

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 18 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Phillip Larkin
DIRECTOR, RATES & RESEARCH DIV.

K

AMENDMENT TO LARGE VOLUME
NATURAL GAS SERVICE AGREEMENT

#2

THIS AMENDMENT is made and entered into as of this _____ day
of _____, by and between WESTERN KENTUCKY GAS COMPANY, a
division of Atmos Energy Corporation ("WKG") and _____ PUBLIC SERVICE COMMISSION
("Customer"). OF KENTUCKY
EFFECTIVE

NOV 06 1999

W I T N E S S E T H:

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

WHEREAS, on _____, WKG and Customer entered into
a Large Volume Natural Gas Service Agreement No. _____
"Agreement"), as amended, whereby WKG agreed to supply natural
gas service to Customer, and
BY Stephen O. Bell
SECRETARY OF THE COMMISSION

WHEREAS, WKG and Customer desire to amend said Agreement.

NOW, THEREFORE, WKG and Customer agree as follows:

1. The second unnumbered paragraph in Section 2, Price, shall be deleted in its entirety, and the following substituted therefor:

2. Section 3, Term, of the Agreement shall be deleted in its entirety, and the following substituted therefor:

The Term of this Agreement shall become effective on _____, or upon approval by the Kentucky Public Service Commission, ("KPSC"), whichever is later, and shall continue in full force and effect for _____ (the "Renewal Term"), and year-to-year thereafter unless and until terminated at the end of the Renewal Term or any year thereafter by either party hereto upon at least one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, it will not circumvent or bypass WKG's service or facilities.

3. All other provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
ATMOS ENERGY CORPORATION

By: .
Title

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

By:

Title:



L

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-1582

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

Paul E. Patton
Governor

October 26, 1999

Mr. Mark R. Hutchinson
Sheffer-Hutchinson-Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Special Contract #3 Filed October 7, 1999

Dear Mr. Hutchinson:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jordan C. Neel".

Jordan C. Neel
Tariff Review Branch Manager
Filings Division



Contract No. WKG-

L

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #3

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D Bell
SECRETARY OF THE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____, ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's _____

_____ facilities located near _____. WKG agrees to provide service to Customer of the type specified below; subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	PUBLIC SERVICE COMMISSION OF KENTUCKY	
				<u>Max. Effective Mcf/Hr.</u>	<u>Effective</u>

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

2. Price. 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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified.

3. Term. This Service Agreement shall become effective on _____ or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____ (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG:

WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

If to Customer:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan Bell
SECRETARY OF THE COMMISSION

or such other address as WKG, 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.

5. Attachments. General Terms and Conditions and Exhibit "A," Receipt Point(s) and Delivery Point(s), and Exhibit "B."

---, 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By: _

Title

By: _

Title. _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D Bell
SECRETARY OF THE COMMISSION

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. This Agreement shall not be effective until accepted by the KPSC upon additional conditions, if any, acceptable to each of the parties. Except for specific deviations noted in this Agreement, all terms and conditions of WKG's T-4 tariff shall apply to the firm carriage service specified herein and such tariff shall be included herein by reference.

2. If not presently installed, the necessary regulating and metering equipment constructed to WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, for transportation services, WKG 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 Customer's service address. 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, WKG 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

5. In the event that either WKG or ~~Customer~~ ^{BY: *Stewart Bell*} is rendered unable, wholly or in part, by reason of ~~an event of~~ ^{force majeure} force majeure, to perform its obligations under this Service Agreement, other than to make payment due thereunder, 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.

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; 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on a Mcf or MMBtu basis, as designated by WKG. WKG shall redeliver, without application of losses or unaccounted for supplies, the confirmed monthly volumes delivered to the WKG system on behalf of the Customer. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" volumes of the Customer shall be deemed, for billing purposes, to be the first

volumes delivered to the Customer during the succeeding billing period

Customer understands that system operational constraints may occasionally restrict the ability to access or increase

." When the volume of gas taken by Customer during a billing period exceeds the aggregate of its T-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 6011,
SECTION 9(1)
BY: Stephan B. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "B"

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

M

Contract No. [REDACTED]

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

BETWEEN

[REDACTED] INC.

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

[REDACTED]

RECEIVED
JUL 08 1992

R.S.C.
RESEARCH DIVISION

PUBLIC SERVICE COMMISSION
JUL 7 3 21 PM '92
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 6 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into this [redacted] day of [redacted] by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation (WKG), and [redacted], a [redacted] corporation ("Customer"), also jointly referred to as the "parties".

W I T N E S S E T H :

WHEREAS, WKG 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. WKG agrees to provide to Customer, and Customer agrees to receive from WKG, all of Customer's natural gas volume requirements (gas service) for Customer's facility located at or near [redacted] as specified below, subject to the provisions of the referenced tariffs, and subject to the related government rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions; provided, however, that WKG shall have no obligation to provide gas service to Customer in excess of the maximum volumes hereinafter specified:

<u>Tariffs</u>	<u>Maximum MCF/Day</u>
[redacted]	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
[redacted]	[redacted]
[redacted]	AUG 6 1992
[redacted]	PURSUANT TO 807 KAR 5:011, SECTION 9 (1)
[redacted]	[redacted] PUBLIC SERVICE COMMISSION MANAGER

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the [redacted] Subject to the above-stated daily levels, the parties further agree to the following levels of gas service:

(a)	Base Period Volumes in Mcf	Priority No.	Priority	Priority
November				
December				
January				
February				
March				
TOTAL WINTER				
April				
May				
June				
July				
August				
September				
October				
TOTAL SUMMER				

(b) Utilization: Chemical Mfg.

(c) Maximum Hourly Demand - [REDACTED] Mcf [REDACTED]

(d) Maximum Hourly Demand - [REDACTED] Mcf [REDACTED]

(e) Maximum Hourly Demand - [REDACTED] Mcf [REDACTED]

(f) Maximum Daily Demand - [REDACTED] Mcf [REDACTED]

(g) Maximum Daily Demand - [REDACTED] Mcf [REDACTED]

(h) Maximum Daily Demand - [REDACTED] Mcf [REDACTED]

(i) Delivery Pressure: [REDACTED]

(j) Customer's Service Address [REDACTED]

(k) Total Connected Load: [REDACTED]

(l) Notwithstanding the foregoing, Customer ^{PUBLIC SERVICE COMMISSION} ~~has~~ the right, at any time, upon sixty (60) days ^{OF KENTUCKY} ~~in~~ notice to WKG, to redistribute its service ^{EFFECTIVE} ~~between~~ [REDACTED] or any new service which is available. This right may be exercised ^{once} ~~once~~ during the Primary Term of this Agreement. AUG 6 1992

PURSUANT TO 807 KAR 5.011,
 SECTION 9 (1)
 BY: [Signature]
 PUBLIC SERVICE COMMISSION MANAGER

2. Price. Except as provided in the following two paragraphs, 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 law. Any Federal, State or other legal taxes resulting from the sale or transportation of natural gas hereunder, other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified. In the event that rates applicable to the Customer are increased, excluding increases resulting from WKG's Gas Cost Adjustment provision as stated in WKG's Rates, Rules, and Regulations for Furnishing Natural Gas, Customer may (1) change the tariff classifications of the volumes set forth in Paragraph 1 of the Agreement, or (2) terminate this Agreement, by giving written notice thereof at any time prior to sixty (60) days after the rate increase becomes effective. Customer may change such tariff classifications only if WKG can accommodate such changes based upon its existing contractual arrangements with its suppliers, or if WKG is able to negotiate the proper arrangements. Gas service supplied after higher rates become effective shall be taken and paid for at such increased rates.

[REDACTED]

For gas service under [REDACTED]

[REDACTED]. The terms "overrun volumes" and "overrun charges" refer to volumes in excess of the aggregate of transportation volumes delivered to the receipt point on behalf of Customer, [REDACTED], if any. The Customer agrees to notify the Company in advance of Customer attempting to take any overrun volumes. Such notification does not, however, entitle Customer to any overrun volumes. The pricing provision above shall not apply to overrun volumes, and the curtailment violation penalty charge provided in the Rate T-3 tariff is not changed by this Agreement, but may be waived by WKG in its discretion. During any applicable curtailment period, overrun volume [REDACTED] curtailable before curtailment of G-2 standby sales. [REDACTED] extent that TGT's notice or grace periods related to lost [REDACTED] supply replacement are more advantageous to Customer than those provided in WKG's Rate T-3 Terms and Conditions, the TGT procedures will apply. Customer will be responsible for charges assessed by TGT related to Customer's lost gas supply replacement activity, if any. The Company shall [REDACTED]

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
AUG 1992
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

Customer for "banked" volumes (see Section 6 of attached "General Terms and Conditions") except to the extent the balance of Customer's banked volumes [REDACTED] of deliveries by WKG in any month, and then, only in accordance with charges, if any, approved or accepted by the appropriate regulatory authority after notice to Customer.

3. Term. This Service Agreement shall become effective on [REDACTED] (or the first day of the month when accepted by the Kentucky Public Service Commission, whichever is later), and shall continue in full force and effect until [REDACTED] (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any year thereafter by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, it will not circumvent or bypass WKG's service or facilities.

4. Notices. Any notice required to be given under this Service Agreement or any notice which either party hereto may desire to give the other party shall be in writing and shall be considered duly delivered when hand-delivered or when deposited in the United States mail, postage prepaid, registered or certified, and addressed as follows:

If to WKG: WESTERN KENTUCKY GAS COMPANY
311 W. 7th Street
P.O. Box 866
Owensboro, Kentucky 42302
Attention: Large Volume Sales
Department

If to Customer: [REDACTED]

or such other address as WKG, 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.

5. Attachments. Exhibit "A", General Terms and Conditions, Exhibit "B," Receipt Point(s) and Delivery Point(s), and Exhibit "C," Agency Terms and Conditions, attached hereto are expressly incorporated herein and made a part of this Service Agreement for all purposes, and references herein and therein to "this Service Agreement" include all exhibits and their terms and provisions contained therein.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
AUG 16 1992
PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

6. Other Terms. No waiver by either party hereto of any default of the other under this Agreement shall operate as, or be deemed to be, a waiver of any other or subsequent default, whether of a like or different nature. No modification or amendment of the terms of this Agreement shall become effective unless in writing and signed by the party or parties to be bound by such modification or amendment.

7. Regulatory Approvals. Notwithstanding the foregoing, if all regulatory approvals and consents are not obtained within sixty (60) days from July 1, 1992, Customer may terminate this Agreement upon ten (10) days prior written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY, *GRW*
A Division Of
Atmos Energy Corporation

By:  _____ *GRW*

Title: President


By: _____

Title: VICE PRESIDENT, PURCHASING

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 6 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: 
PUBLIC SERVICE COMMISSION MANAGER

EXHIBIT "A"
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 WKG's specifications shall be installed for delivery of the gas as specified here, and the Customer shall install additional regulating equipment to provide suitable pressure and operation at the various points of utilization. A suitable location for the regulating and metering equipment shall be provided by the Customer without charge, and WKG 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 WKG to Customer, upon the delivery thereof, at the delivery point. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "B" attached hereto.

4. As between the parties hereto solely, WKG 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. 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. Customer agrees to indemnify, defend, and hold WKG harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by WKG arising from or relating to any damages, losses, or injuries for which Customer is responsible pursuant to the provisions of this Service Agreement, except in instances of WKG's breach of this Agreement or the negligent acts or omissions of WKG, its employees or agents, in the performance of this Agreement. WKG agrees to indemnify, defend, and hold Customer harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) incurred by Customer arising from or relating to any damages, losses, or injuries for which WKG is responsible pursuant to the provisions of this Service Agreement except in instances of

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
AUG 6 1992

Customer's breach of this Agreement or the negligent acts or omissions of Customer, its employees or agents, in the performance of this Agreement.

5. In the event that either WKG 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 thereunder, 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 which constitutes the force majeure event, 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.

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; 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an MCF or MMBTU basis, as designated by WKG. WKG is authorized to require an adjustment to Customer's transportation nominations as WKG, in its sole discretion, deems appropriate to avoid or eliminate an imbalance on the transporting interstate pipeline system. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG related to transportation activity on the transporting interstate pipeline system. To the extent imbalances owed to Customer occur, such "banked" volumes of the Customer shall be deemed, for billing purposes, to be the first volumes delivered to the Customer during the succeeding billing period. The Company

agrees to allow the Customer to have a monthly "banked" gas balance of up to 15% of deliveries by WKG in any month without charge. Customer understands that system operational constraints may occasionally restrict the ability to access or increase "banked" volumes. To the extent authorized by the G-1 and G-2 contract levels, if any, specified in this Agreement, when the volume of gas taken by Customer during a billing period exceeds the aggregate of its T-2 and T-3 transportation volumes and its available "banked" volumes, Customer shall pay WKG for such volumes at the applicable sales tariff rate. Provided, however, during any billing period during which Customer nominated under rate T-3, all overrun volumes in excess of transportation volumes, available T-3 "banked" volumes and residual G-1 and G-2 contract levels, if any, shall be deemed rate T-3 overrun gas for billing purposes.

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 other party may be entitled, the defaulting party agrees to reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other expenses incurred. Further, Customer agrees to indemnify and hold WKG harmless with regard to any and all fees, costs and expenses (including reasonable attorneys' fees) incurred by WKG in relation to all claims, disputes and suits which arise under or are related to this Service Agreement, except to the extent WKG was negligent in the performance of its duties as expressly defined in this Service Agreement.

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

9. This Service Agreement and all exhibits hereto constitutes the entire agreement between the parties 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 6 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Cheryl D. Haller
PUBLIC SERVICE COMMISSION MANAGER

EXHIBIT "B"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

[REDACTED]

Delivery Point:

[REDACTED]

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 6 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

EXHIBIT "C"

AGENCY TERMS AND CONDITIONS
TO THE
LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

WKG and Customer agree that in order to facilitate the sale, exchange and/or transportation of gas under the Service Agreement, it is necessary that Customer appoint WKG to act as Customer's agent in respect to the gas sold, exchanged and/or transported hereunder. More specifically, the parties agree that:

1. WKG has the authority, as Customer's agent, to negotiate and execute, with Customer's prior approval, such gas agreements as may be necessary or convenient to carry out the terms of this Service Agreement. The terms of such agreements shall include, but shall not be limited to, the making of nominations on behalf of the Customer for gas transportation or supplies.
2. WKG shall transmit payments due under said agreements from Customer to the parties to whom said payments are due. In furtherance of this, WKG shall invoice Customer for said charges, and Customer shall pay the same contemporaneously with billings and due dates for services under the Service Agreement.
3. Customer agrees that WKG assumes no obligations or liabilities (except for administrative obligations) regarding (i) any nomination received by WKG from Customer, and (ii) any fees incurred by Customer in furtherance of this Exhibit "C", unless in either case such obligations or liabilities arise as a result of WKG's negligence.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 6 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Cheryl K. Miller
PUBLIC SERVICE COMMISSION MANAGER



M

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-3460

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

November 1, 1999

Mr. Mark R. Hutchinson
Sheffer Hutchinson Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Contract Filing No. C60-1187 of Amendment #1 to Large Volume Natural Gas Service Agreement.

Dear Mr. Hutchinson:

The above referenced Contract filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jess Helton".

Jess Helton
Tariff Review Branch
Filings Division

Enclosure



M

AMENDMENT TO LARGE VOLUME
NATURAL GAS SERVICE AGREEMENT

1

THIS AMENDMENT is made and entered into as of this _____ day
of _____ by and between WESTERN KENTUCKY GAS COMPANY, a
division of Atmos Energy Corporation ("WKG") and _____
_____, ("Customer").

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OF KENTUCKY
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NOV 06 1999

W I T N E S S E T H:

PURSUANT TO 807 KAR 6:011,
SECTION 9(1)

WHEREAS, on _____, WKG and Customer entered into a
Large Volume Natural Gas Service Agreement No. _____
"Agreement"), as amended, whereby WKG agreed to supply natural
gas service to Customer, and

SECRETARY OF THE COMMISSION
BU

WHEREAS, WKG and Customer desire to amend said Agreement.

NOW, THEREFORE, WKG and Customer agree as follows:

1. The second unnumbered paragraph in Section 2, Price,
shall be deleted in its entirety, and the following
substituted therefor:

2. Section 3, Term, of the Agreement shall be deleted in
its entirety, and the following substituted therefor:

The Term of this Agreement shall become effective on _____
or upon approval by the Kentucky
Public Service Commission, ("KPSC"), whichever is
later, and shall continue in full force and effect for
_____, (the "Renewal Term"), and year-to-year
thereafter unless and until terminated at the end of
the Renewal Term or any year thereafter by either
party hereto upon at least one hundred twenty (120)
days prior written notice to the other party. Customer
agrees that while this Service Agreement is in effect,
it will not circumvent or bypass WKG's service or
facilities.

3. All other provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
ATMOS ENERGY CORPORATION

By: _

Title:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

N
/

CONTRACT NO.

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 26 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

N

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 19 ____, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas and Virginia corporation, ("WKG"), and _____ ("Customer"), also referred to as the "parties".

WITNESSETH:

WHEREAS, WKG desires to provide to Customer, and Customer desires to obtain natural gas service from WKG, 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located

WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement, including its attached exhibits and general terms and conditions; provided, however, that WKG shall have no obligation to provide natural gas sales or transportation service to Customer in excess of the maximum volumes hereinafter specified:

Tariffs

Maximum PUBLIC SERVICE COMMISSION
Mcf/Day OF KENTUCKY
EFFECTIVE

FEB 26 1999

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Stephan Bell
SECRETARY OF THE COMMISSION

In the event Customer's actual requirements exceed the above total daily volume, WKG will allow a nomination equal to Customer's requirements and, if capacity is available, shall authorize and provide an increase in the maximum daily contractual volumes equal to the excess daily requirement, provided Customer demonstrates that the increased requirements are representative of Customer's future use. Authorized volumes delivered to WKG in excess of WKG's contractual pipeline capacity will be redelivered to Customer, if operationally possible.

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, excluding the simple margin set forth herein, shall be subject to change as permitted by law. Any Federal, State or other taxes (other than those based upon or measured by WKG's income) which apply and are charged to Customer now or may hereafter be imposed upon Customer or upon the services performed herein by WKG shall be paid by the Customer in addition to the rates as specified, provided that where any such taxes are reduced or eliminated, the charges to Customer shall be adjusted downward to reflect that fact.

The Simple Margin for all volumes delivered under shall be as follows:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 26 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan Bass
SECRETARY OF THE COMMISSION

To the extent any charge is imposed upon WKG by virtue of proceedings before the Federal Energy Regulatory Commission (or successor authority), WKG shall impose such charge on Customer only to the extent approved or accepted by the Kentucky Public Service Commission. Customer retains the right to contest the applicability or amount of any such charge.

3. Term. This Agreement shall become effective on _____, 1998, (or the first day of the month during which it is accepted by the Kentucky Public Service Commission, if later), and shall continue in full force and effect until _____ ("Initial Term"), and year-to-year thereafter unless and until terminated by either party upon written notice no more than 270 days nor less than 180 days prior to the end of the Initial Term or any subsequent renewal term. Such termination shall become effective at the end of the then current term.

Customer agrees that while this Agreement is in effect, all natural gas consumed by Customer under this Agreement

shall be delivered by WKG. In the event customer makes a filing with the Federal Energy Regulatory Commission, or directs another party to make a filing on the Customer's behalf to receive direct gas service, Customer shall notify WKG of such filing contemporaneously with the filing. In any event, Customer shall not commence construction of bypass facilities prior to submitting notice of termination of this Agreement under the terms and conditions herein.

4. Notices. Any notice required to be given under this Agreement or any notice which either party hereto may desire to give the other party shall be in writing and shall be considered duly delivered when hand-delivered or when deposited in the United States mail, postage prepaid, registered or certified, and addressed as follows:

If to WKG:

WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 26 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

If to Customer:

or such other address as WKG, Customer, or their respective successors or permitted assigns shall designate by written notice given in the matter described above. Routine communications, including monthly invoices, may be mailed by

ordinary mail, postage prepaid, and addressed to the above-designated name and address, or to any person designated in writing by the either party.

5. 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 Agreement for all purposes, and all references herein and therein to "this Agreement" include all such exhibits and the terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement to be effective as of the date first above written.

WESTERN KENTUCKY GAS COMPANY
A Division of
Atmos Energy Corporation

By: _____

Title: _____

By: _____ PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Title: _____

FEB 26 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

**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 ("KPSC"). This Agreement shall not be effective until accepted by the KPSC upon additional conditions, if any, acceptable to each of the parties. Except for specific deviations noted in this Agreement, all terms and conditions of WKG's specified herein and such tariff shall be included herein by reference.

2. If not presently installed, the necessary regulating and metering equipment constructed to WKG's specifications shall be installed for delivery of the gas as specified here, and the Customer shall install additional regulating equipment to provide suitable pressure and operation at the various points of utilization. A suitable location for the regulating and metering equipment shall be provided by the Customer without charge, and WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A," attached hereto.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 26 1999

4. As between the parties hereto solely, WKG 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 Customer's service address. 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. Each party agrees to indemnify, defend, and hold the other party harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) incurred by the indemnified party arising from or relating to any damages, losses, or injuries for which the indemnifying party is responsible pursuant to the provisions of this Agreement, except to the extent such damages, losses, or injuries are caused by the negligence of the indemnified party.

PURSUANT TO 007 KAR 5.011,
SECTION 9(1)
BY:
SECRETARY OF THE COMMISSION

5. In the event that either WKG or Customer is rendered unable, wholly or in part, by reason of an event of force majeure, to perform its obligations under this Agreement, other than to make payment due thereunder, 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.

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; 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; or any other cause of a similar nature not reasonably within the control of the party 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 WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on a Mcf or MMBtu basis, as designated by WKG. WKG is authorized to require an adjustment to Customer's transportation nominations as WKG, in its sole discretion, deems appropriate to avoid or eliminate an imbalance on the transporting interstate pipeline system. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG and caused by Customer's transportation related activity on the transporting interstate pipeline system.

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OF KENTUCKY
EFFECTIVE

FEB 26 1999

PURSUANT TO 007 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

When the volume of gas taken by Customer during a billing period exceeds the aggregate of its transportation nominations and its available "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff rate. The customer agrees to notify the Company in advance of Customer attempting to take any overrun volumes. Such notification does not, however, entitle Customer to any overrun volumes.

When the volume of gas taken by Customer during a billing period is less than the aggregate of its transportation nominations and its available "banked" volumes, if any, such excess volumes shall be subject to the "cash-out" provisions of WKG's tariff

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 attorneys' fees, 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 (including attorneys' fees) incurred by the non-defaulting party in relations to all claims, disputes, and suits which arise under or are related to the defaulting party's default under this Agreement, except to the extent the non-defaulting party was negligent in the performance of its duties as expressly defined in this Agreement.

8. Neither party may assign any of its rights or obligations hereunder to any person or entity without the prior written consent of the other, such consent not to be unreasonably withheld. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

9. This 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. No amendment or other modification hereto shall be binding upon any party unless executed in writing by both parties.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 26 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

**EXHIBIT "A"
RECEIPT POINT(S)
AND
DELIVERY POINT(S)**

RECEIPT POINT:

DELIVERY POINT:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 26 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION



P

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-1582

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

October 26, 1999

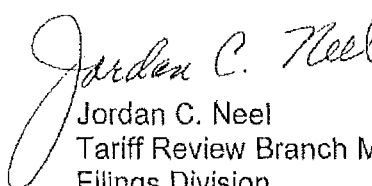
Mr. Mark R. Hutchinson
Sheffer-Hutchinson-Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Special Contract #2 Filed October 7, 1999

Dear Mr. Hutchinson:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,


Jordan C. Neel
Tariff Review Branch Manager
Filings Division



P

Contract No. WKG-

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #2

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATED

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ day of _____ by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____. WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a _____ transportation service only:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>

NOV 06 1999
PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

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 law. Any applicable Federal, State, or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed on this transaction and which are the legal responsibility of the customer shall be paid by the Customer in addition to the rates as specified.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

3. Term. This Service Agreement shall become effective on _____ or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____, (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

In the event Customer, prior to 120 days before contract termination, plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG: WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

If to Customer:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
AND

NOV 06 1999

PURSUANT TO 807 KAR 6:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

or such other address as WKG, 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. Monthly invoices should be sent to:

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division OF
Atmos Energy Corporation

By: _____

Title _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

By: NOV 06 1999 _____

Title _____

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

GENERAL TERMS AND CONDITIONS
TO

NOV 06 1999

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

4. As between the parties hereto solely, for transportation services, WKG 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 Customer's service address. 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, WKG 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. 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 WKG 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 thereunder, 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.

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; 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 hereinafter enumerated or otherwise.

NOV 06 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff 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. Neither party shall be liable to the other for indirect, special, consequential or punitive damages, except for gross negligence.

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)


Delivery Point:

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-1582

Paul E. Patton
Governor


Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

October 26, 1999

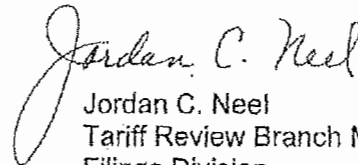
Mr. Mark R. Hutchinson
Sheffer-Hutchinson-Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Special Contract #6 Filed October 7, 1999

Dear Mr. Hutchinson:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files.

Sincerely,


Jordan C. Neel

Jordan C. Neel
Tariff Review Branch Manager
Filings Division



AN EQUAL OPPORTUNITY EMPLOYER M/F/D

Contract No. WKG-

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #10

BETWEEN

AND

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

W I T N E S S E T H:

WHEREAS, WKG 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 WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____

WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/MOV</u>
				NOV 06 1999

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

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 law. Any applicable Federal, State, or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed on this transaction and which are the legal responsibility of the Customer shall be paid by the Customer in addition to the rates as specified.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

3. Term. This Service Agreement shall become effective on _____ or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____ (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

communications, including monthly invoices, may be mailed by ordinary mail, postage prepaid. Monthly invoices should be sent to:

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,
A Division Of
Atmos Energy Corporation

By: _____

Title: - PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

By: *Stephan D. Bell* _____

Title: SECRETARY OF THE COMMISSION _____

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A", attached hereto.

4. As between the parties hereto solely, for transportation services, WKG 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 Customer's service address. 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, WKG 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

the gas and responsible for any damages, losses, or injuries. 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 WKG 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 thereunder, 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.

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; 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.

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to WKG and its receipt of gas from WKG in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff 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. Neither party shall be liable to the other for indirect, special, consequential or punitive damages, except for gross negligence.

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

Delivery Point:

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION



R

Paul E. Patton
Governor

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KENTUCKY 40602
www.psc.state.ky.us
(502) 564-3940
Fax (502) 564-3460

Ronald B. McCloud, Secretary
Public Protection and
Regulation Cabinet

Helen Helton
Executive Director
Public Service Commission

November 1, 1999

Mr. Mark R. Hutchinson
Sheffer Hutchinson Kinney
115 East Second Street
Owensboro, Kentucky 42303

RE: Contract Filing No. C60-1182 of Large Volume Natural Gas Service Agreement
#10.

Dear Mr. Hutchinson:

The above referenced Contract filing has been received and reviewed. An
accepted copy is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Jess Helton".

Jess Helton
Tariff Review Branch
Filings Division

Enclosure



R

Contract No. WKG-3

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #10

BETWEEN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

AND

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan Bell
SECRETARY OF THE COMMISSION

WESTERN KENTUCKY GAS COMPANY,
A Division of
ATMOS ENERGY CORPORATION

DATED

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT is made and entered into this _____ by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas corporation ("WKG"), and _____ ("Customer"), also referred to as the "parties".

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

W I T N E S S E T H:

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

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

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

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

1. Natural Gas Service Type and Volume Levels.

Customer agrees to purchase from WKG or deliver to WKG for transportation all of Customer's natural gas service requirements for Customer's facility located at or near _____ WKG agrees to provide service to Customer of the type specified below, subject to the provisions of the referenced tariffs, the related rules and regulations governing natural gas service and this Service Agreement including its attached exhibits and general terms and conditions. WKG shall have no obligation to provide for deliveries in excess of the maximum volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a carriage transportation service only:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
----------------	-------------	-----------------	------------------------	------------------------

During any billing period, volumes delivered to Customer shall, regardless of nominations, be deemed to first satisfy the T-4 volumes, if any; then the G-1/T-2 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 volumes, if any.

2. Price. 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 law. Any Federal, State or other legal taxes other than those based upon or measured by WKG's income which apply now or may hereafter be imposed shall be paid by the Customer in addition to the rates as specified.

3. Term. This Service Agreement shall become effective on _____ or the first day of the month when accepted by the Kentucky Public Service Commission ("KPSC"), whichever is later, and shall continue in full force and effect for _____ (the "Primary Term"), and year-to-year thereafter unless and until terminated at the end of the Primary Term or any subsequent annual term by either party hereto upon one hundred twenty (120) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer shall be delivered by WKG.

In the event Customer plans to make a filing, or direct another to make such filing on its behalf, with FERC or any other regulatory body, seeking authority to receive direct gas service following the termination of this Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Service Agreement or any notice which 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 WKG:

WESTERN KENTUCKY GAS COMPANY
A Division Of
Atmos Energy Corporation
2401 New Hartford Road
Owensboro, Kentucky 42303
Attention: Marketing Department
Telephone: 502/685-8069
Facsimile: 502/685-8052

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

If to Customer:

or such other address as WKG, 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.

5. 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 all exhibits and their terms and provisions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Large Volume Natural Gas Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY PUBLIC SERVICE COMMISSION
A Division Of OF KENTUCKY
Atmos Energy Corporation EFFECTIVE

By: _____

Title: _

NOV 06 1999

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Stephan D Bell
SECRETARY OF THE COMMISSION

By: _____

Title _____

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 WKG's specifications shall be installed for delivery of the gas as specified here, 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 WKG 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 WKG to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer. The Receipt Point(s) at which the Customer will deliver transportation gas to WKG is designated on Exhibit "A" attached hereto.

NOV 06 1999

4. As between the parties hereto solely, WKG 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 for the account of Customer at the Customer's service address. 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, WKG 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. 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 or the intentional acts of the indemnified party.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 06 1999
PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
Bull
SECRETARY OF THE COMMISSION

5. In the event that either WKG 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 thereunder, 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.

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; 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, 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to WKG and its receipt of gas from WKG in continuous balance near thereto as practicable on an Mcf or MMBtu basis, as designated by WKG. Further, the Customer agrees to be liable to WKG for all cost, expense and liability incurred by WKG which directly relates to the Customer's transportation activities on the interstate pipeline system. To the extent imbalances owed to Customer by WKG occur, such "parked" and/or "banked" 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-2, T-3 and T-4 transportation nominations and its available "parked" and/or "banked" volumes, Customer shall pay WKG for such overrun volumes at the applicable tariff rate.

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
By Shirley B. Bell
SECRETARY OF THE COMMISSION

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 06 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

EXHIBIT "A"
RECEIPT POINT(S) AND
DELIVERY POINT(S)

Receipt Point:

Delivery Point:

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BY: Stephan D. Bell
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A

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF WESTERN KENTUCKY GAS)
COMPANY FOR APPROVAL AND CONFIDENTIAL)
TREATMENT OF A SPECIAL CONTRACT SUB-)
MITTED TO THE KENTUCKY PUBLIC SERVICE)
COMMISSION)

CASE NO. _____

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SUPPLEMENTAL INFORMATION BEING FILED WITH
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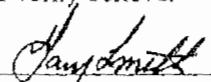


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115 East Second Street
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VERIFICATION

I, Gary Smith, being duly sworn on oath state that I am Vice President of Marketing for Western Kentucky Gas Company, a Division of Atmos Energy Company, and that the statements contained in the foregoing petition are true as I verily believe.



Gary Smith

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COUNTY OF DAVIESS

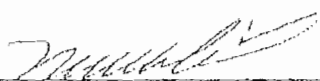
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Notary Public

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Mark R. Hutchinson

o:\users\bkk\wkg\confidential\petition for confidentiality
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9/30/99

Contract WKG-

Analysis of Contribution to Fixed Cost

Annual Mcf {1}

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Odorant Cost per lb., current	x	<u>4.51</u>

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Materials: Regulators, valves, piping, etc.		
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Total		
Annual Depreciation Rate -	x	<u>3.41%</u>
Annual Depreciation Expense		
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COMPANY FOR APPROVAL AND CONFIDENTIAL) CASE NO. _____
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COMMISSION)

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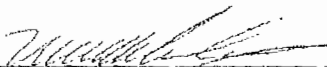
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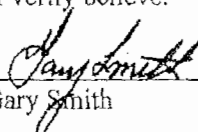


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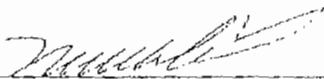
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Mark R. Hutchinson

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9/30/99

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Annual Mcf {1}

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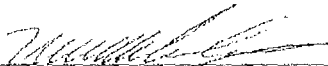
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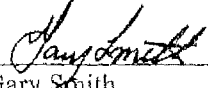


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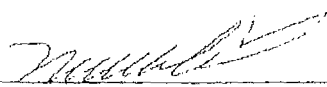
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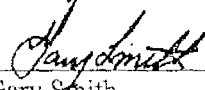


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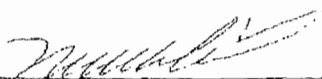
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o:\users\bkk\wkg\confidential\petition for confidentiality
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9/30/99

Contract WKG-

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Annual Mcf {1}

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Percentage		<u>0.1828%</u>

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BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF WESTERN KENTUCKY GAS)
COMPANY FOR APPROVAL AND CONFIDENTIAL)
TREATMENT OF A SPECIAL CONTRACT SUB-)
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COMMISSION)

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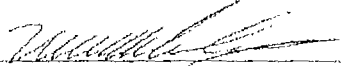
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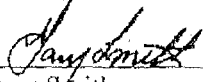


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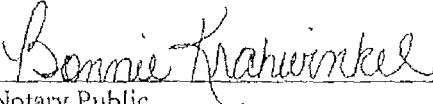
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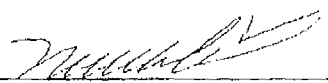
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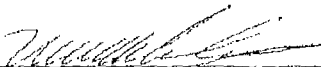
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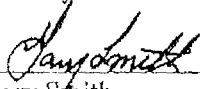


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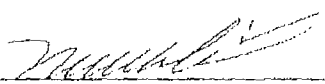
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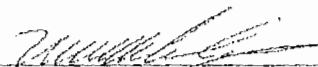
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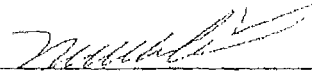
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Standard Measurement/Regulation Station Cost-		
Materials: Regulators, valves, piping, etc.		
Labor: Fabrication and installation		
Total		_____
Annual Depreciation Rate -	x	<u>3.41%</u>
Annual Depreciation Expense		
Capital Cost (1)		
Income Tax (2)		_____

TOTAL

- Notes: (1) - Investment in Measurement/Regulation Station times 9.97% rate of return on investment.
 (2) - Composite State and Federal income tax rate (40.3626%) times equity portion of return on investment (6.15% times investment in Measurement/Regulation Station).

K

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF WESTERN KENTUCKY GAS)
COMPANY FOR APPROVAL AND CONFIDENTIAL)
TREATMENT OF A SPECIAL CONTRACT SUB-)
MITTED TO THE KENTUCKY PUBLIC SERVICE)
COMMISSION)

CASE NO. _____

PETITION FOR CONFIDENTIALITY OF
SUPPLEMENTAL INFORMATION BEING FILED WITH
KENTUCKY PUBLIC SERVICE COMMISSION

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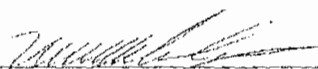
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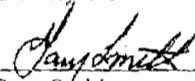


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(502) 684-3700

Douglas Walther
Legal Counsel
Atmos Energy Corporation
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VERIFICATION

I, Gary Smith, being duly sworn on oath state that I am Vice President of Marketing for Western Kentucky Gas Company, a Division of Atmos Energy Company, and that the statements contained in the foregoing petition are true as I verily believe.



Gary Smith

STATE OF KENTUCKY
COUNTY OF DAVIESS

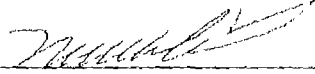
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Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on the 7 day of October, 1999, the original of this petition, with the confidential information for which confidential treatment is sought, and ten (10) copies of this petition, with out the confidential information for which the confidential treatment is sought, were filed with the Kentucky Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky 40602.



Mark R. Hutchinson

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of supplemental information being filed

9/30/99

Contract WKG-

Analysis of Contribution to Fixed Cost

Annual Mcf {1}

Annual Revenue {1):

Monthly Base Charges, @ Tariff	12 mo. X \$150/mo. =	\$	1,800
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Commodity Gas Cost, @ Tariff	Mcf x /Mcf =		
Non-Commodity Charges, @ Tariff	Mcf x /Mcf =		
Simple Margin, special contract rates applied to annual deliveries:			

TOTAL _____

* - Excluding non-commodity charges and gas costs as noted.

Less Variable/Avoidable Costs:

Lost & Unaccounted For {2}

Odorant {3}

KPSC Assessment {3}

Measurement/Regulation Station {3}

Meter Reading, Maintenance and Billing {4}

Contribution to Fixed Cost: _____

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9/30/99
 Page 2

Analysis of Contribution to Fixed Cost

Odorant:

Odorant injection rate, lb./MMcf		0.75
Annual MMcf - /1000	x	
Odorant Cost per lb., current	x	<u>4.51</u>

KPSC Assessment:

Annual Revenue		
Percentage		<u>0.1828%</u>

Measurement/Regulation Station:

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Total		<u> </u>
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COMMISSION)

CASE NO. _____

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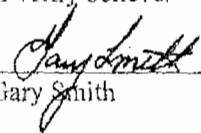


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I, Gary Smith, being duly sworn on oath state that I am Vice President of Marketing for Western Kentucky Gas Company, a Division of Atmos Energy Company, and that the statements contained in the foregoing petition are true as I verily believe.



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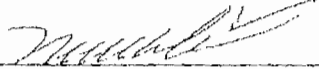
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Notary Public

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Mark R. Hutchinson

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9/30/99

Contract WKG-

Analysis of Contribution to Fixed Cost

Annual Mcf {1}

Annual Revenue {1}:

Monthly Base Charges, @ Tariff	12 mo. X \$150/mo. =	\$	1,800
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TOTAL _____

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Lost & Unaccounted For {2}

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9/30/99
 Page 2

Analysis of Contribution to Fixed Cost

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Percentage		<u>0.1828%</u>

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Total		<u> </u>
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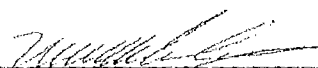
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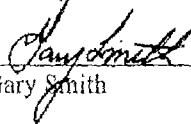


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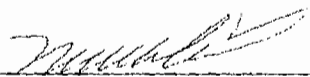
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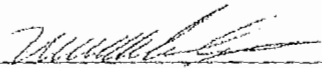
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This 7 day of October, 1999.

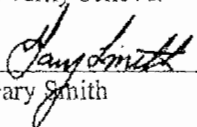


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Legal Counsel
Atmos Energy Corporation
P.O. Box 650205
Dallas, Texas 75265-0205

VERIFICATION

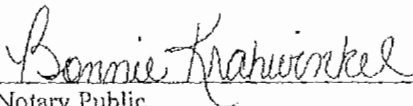
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Gary Smith

STATE OF KENTUCKY
COUNTY OF DAVIESS

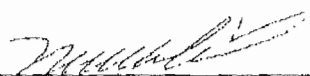
Subscribed and sworn to before me by Gary Smith on this the 6 day of October, 1999.



Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on the 7 day of October, 1999, the original of this petition, with the confidential information for which confidential treatment is sought, and ten (10) copies of this petition, with out the confidential information for which the confidential treatment is sought, were filed with the Kentucky Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky 40602.



Mark R. Hutchinson

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of supplemental information being filed

9/30/99

Contract WKG-

Analysis of Contribution to Fixed Cost

Annual Mcf {1}

Annual Revenue {1}:

Monthly Base Charges, @ Tariff	12 mo. X \$150/mo. =	\$	1,800
Transportation Adm. Fee, @ Tariff	12 mo. X \$45/mo. =		540
Commodity Gas Cost, @ Tariff	Mcf x /Mcf =		
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Simple Margin, special contract rates applied to annual deliveries:			

TOTAL _____

* - Excluding non-commodity charges and gas costs as noted.

Less Variable/Avoidable Costs:

Lost & Unaccounted For {2}

Odorant {3}

KPSC Assessment {3}

Measurement/Regulation Station {3}

Meter Reading, Maintenance and Billing {4} _____

Contribution to Fixed Cost: _____

Notes: {1} - Pro-forma Test Year Volumes in Case 99-070. Annual Revenue applying rate structures and service mix in pending special contract.
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9/30/99
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Analysis of Contribution to Fixed Cost

Odorant:

Odorant injection rate, lb./MMcf		0.75
Annual MMcf -	/1000	x
Odorant Cost per lb., current		x <u>4.51</u>

KPSC Assessment:

Annual Revenue	
Percentage	<u>0.1828%</u>

Measurement/Regulation Station:

Standard Measurement/Regulation Station Cost-	
Materials: Regulators, valves, piping, etc.	
Labor: Fabrication and installation	
Total	<u> </u>
Annual Depreciation Rate -	x <u>3.41%</u>
Annual Depreciation Expense	
Capital Cost {1}	
Income Tax {2}	<u> </u>

TOTAL

- Notes: {1} - Investment in Measurement/Regulation Station times 9.97% rate of return on investment.
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Q

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF WESTERN KENTUCKY GAS)
COMPANY FOR APPROVAL AND CONFIDENTIAL)
TREATMENT OF A SPECIAL CONTRACT SUB-)
MITTED TO THE KENTUCKY PUBLIC SERVICE)
COMMISSION)

CASE NO.

PETITION FOR CONFIDENTIALITY OF
SUPPLEMENTAL INFORMATION BEING FILED WITH
KENTUCKY PUBLIC SERVICE COMMISSION

Western Kentucky Gas Company ("Western"), a division of Atmos Energy Corporation, respectfully petitions the Kentucky Public Service Commission ("Commission"), pursuant to 807 KAR 5:001, Section 7, and all other applicable law, for confidential treatment of the information which is described below and which is attached hereto. In support of this petition, Western states as follows:

1) In each of the last several proceedings for approval of a special contract and for confidential treatment of the special contract that have been filed by Western with the Commission, the Commission directed Western to file a cost analysis showing Western's variable costs in serving the customer involved in the special contract proceeding, together with an analysis showing that the proposed rate covers the variable cost of serving that customer and makes a contribution to Western's fixed costs. Western is concurrently filing a petition for approval of the special contract in this proceeding and accordingly has not yet received an Order from the Commission directing Western to file the cost analysis.

2) In anticipation that the Commission will want the same cost analysis information in this proceeding as it has required in previous proceedings, Western is filing the information at this time.

3) The information being filed herewith, if publicly disclosed, would have serious, adverse consequences to Western and its tariff customers. In negotiating with industrial customers, the issue of Western's variable costs in serving a particular customer is virtually always raised by that customer. Western consistently responds that it determines its cost of service on a class basis, not on a customer specific basis. In fact, Western has not historically determined its variable costs on a customer specific basis. Although Western has now done so in accordance with prior Orders of the Commission, if it is compelled to publicly disclose that information, it will be very difficult for Western to successfully negotiate fair and just rates for those customers who have viable alternative energy sources. Thus, Western's ability to negotiate rates which will produce revenue levels sufficient to make a reasonable contribution to Western's fixed costs, would be irreparably impaired. Additionally, public disclosure of such information would permit an unfair commercial advantage to Western's competitors. By knowing Western's variable cost of service for a specific customer, marketers and other alternative energy suppliers would have an unfair advantage in negotiating with the potential customer.

4) Western would not, as a matter of company policy, disclose information like that attached to this Petition to any person or entity except as required by law or pursuant to a court order or subpoena. Western's internal practices and policies are directed toward non-disclosure of the attached information. In fact, the information will not be disclosed to any personnel of Western except those who need to know in order to discharge their responsibilities. Western has never

disclosed such information publicly to any of its customers. The information sought by the Commission is not information customarily disclosed to the public and is generally recognized as confidential and proprietary.

5) There is no significant interest in public disclosure of the attached information. Any public interest in favor of disclosure of the information is outweighed by the competitive interest in keeping the information confidential, thereby enabling Western to successfully negotiate fair and just rates with its customers. Disclosure of the information sought to be protected would unquestionably put Western at a disadvantage in negotiating with its current and prospective industrial customers.

6) The information being submitted herewith is being confidentially disclosed and is generally recognized as confidential or proprietary, which if openly disclosed, would permit unfair commercial advantage to Western's competitors, all as more particularly set forth above.

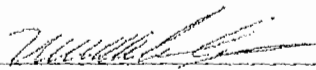
7) The information sought to be afforded confidential treatment also constitutes a trade secret under the two prong test of KRS 265.880: (a) the economic value of the information is derived by not being readily ascertainable by other persons who might obtain economic value by its disclosure; and, (b) the information is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Clearly, both of these tests are met in this case. Only Western is in a position to determine the variable costs incurred in serving a particular customer. The economic value of this information is derived by Western maintaining the secrecy of the information since its current customers, industrial prospects and competitors could obtain economic value by its disclosures.

8) Pursuant to 807 KAR 5:001, Section 7(3), temporary confidentiality for the enclosed

information should be maintained until the Commission enters an order as to this Petition. Once the order regarding confidentiality has been issued, Western would have twenty (20) days to seek alternative remedies pursuant to 807 KAR 5:001, Section 7(4).

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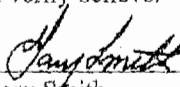


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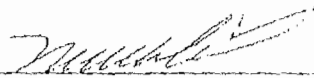
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Mark R. Hutchinson

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9/30/99

Contract WKG-

Analysis of Contribution to Fixed Cost

Annual Mcf {1}

Annual Revenue {1):

Monthly Base Charges, @ Tariff	12 mo. X \$150/mo. =	\$	1,800
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TOTAL _____

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KPSC Assessment {3}

Measurement/Regulation Station {3}

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9/30/99
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Annual MMcf - /1000	x	
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Percentage		<u>0.1828%</u>

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Materials: Regulators, valves, piping, etc.		
Labor: Fabrication and installation		
Total		<u> </u>
Annual Depreciation Rate -	x	<u>3.41%</u>
Annual Depreciation Expense		
Capital Cost {1}		
Income Tax {2}		<u> </u>

TOTAL

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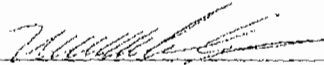
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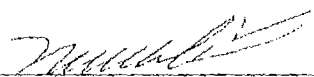
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