## AMENDMENT TO LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS AMENDMENT is made and entered into as of this 1st day of May, 1995, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation ("WKG") and ("Customer").

## WITNESSETH:

WHEREAS, on July 1, 1992, WKG and Customer entered into a Large Volume Natural Gas Service Agreement No. (the "Agreement"), whereby WKG agreed to supply natural gas service to Customer, and

WHEREAS, WKG and Customer desire to amend said Agreement.

NOW, THEREFORE, WKG and Customer agree as follows:

The daily volumes set forth on Page 1, in Section 1, shall be changed as set forth below:

| <u>Tariffs</u>                                | Maximum<br>MCF/Day |
|---|--------------------|
| Sales Rate G-1 (Priority 4)                   | 0                  |
| Sales Rate G-2 (Priority 5)                   | 0                  |
| Transportation Rate T-2 (Priority 4, 5, or 6) | 0                  |
| Carriage Rate T-3 (Priority 7)                |                    |

The base period volumes set forth on Page 2 in subsection 1(a) shall be changed as set forth below:

> Base Period Volumes in Mcf Priority No. 7

November

December

January

February

March

TOTAL WINTER

April

May

June

July

August

September

October

TOTAL SUMMER

- The maximum daily demand set forth on Page 2 in subsections 1(c), 1(d), 1(f), and 1(g) shall be changed as set forth below:
  - (c) Maximum Hourly Demand Priority 5 Mcf
  - (d) Maximum Hourly Demand Priority 7 Mcf
  - (f) Maximum Daily Demand Priority 5 Mcf
  - (g) Maximum Daily Demand Priority 7

4. The addresses in Section 4, <u>Notices</u>, shall be changed as follows:

If to WKG:

WESTERN KENTUCKY GAS COMPANY 2401 New Hartford Road Owensboro, Kentucky 42303

P. O. Box 866
Owensboro, Kentucky 42302
Attention: Large Volume Sales
Department

If to Customer:

5. Section 7 of Exhibit "A" shall be deleted in its entirety and the following substituted therefor:

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 reasonable attorneys' fees, court costs and other expenses incurred by the non-defaulting party in enforcing its rights under this service agreement. 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 the non-defaulting party was negligent in the performance of its duties as expressly defined in this Service Agreement.

6. 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: Cartuda y

Title: President

By:\_\_\_