

Contract No. WKG-

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT #5

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 Bee  
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:

				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

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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.

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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NOV 06 1999

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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:

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NOV 06 1999

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SECTION 9(1)

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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

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NOV 06 1999

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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 <sup>PUBLIC SERVICE COMMISSION</sup> ~~liable~~ pursuant to the provisions of this paragraph, except to the extent such damages, losses or expenses shall have been <sup>EFFECTIVE</sup> ~~caused~~ by the negligence of the indemnified party.

NOV 06 1999

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

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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 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 PUBLIC SERVICE COMMISSION  
DEPARTMENT OF ENERGY  
EFFECTIVE volumes, Customer shall pay WKG for such overrun volume at the applicable tariff rate.

NOV 06 1999

PURSUANT TO 807 KAR 5.011,

SECTION 9(1)

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

Receipt Point:

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Delivery Point:

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