

**AMENDMENT TO LARGE VOLUME
NATURAL GAS SERVICE AGREEMENT**

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

W I T N E S S E T H:

WHEREAS, on _____ WKG and Customer entered into Large Volume Natural Service Agreement _____, (the "Agreement"), as amended _____, 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:

1. Section 2, Price, shall be deleted in its entirety, and the following substituted therefore:

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. To the extent any charge is imposed upon WKG by virtue of proceedings before the Federal Energy Regulatory Commission ("FERC") (or successor authority), WKG shall impose such charge on Customer only to the extent approved or accepted by the Kentucky Public Service Commission ("KPSC"). Any Federal, State, or other taxes and charges of any nature, 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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SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

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

3. Term. This Service Agreement shall become effective _____, or the first day of the month when accepted by the 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 written notice given at least one hundred twenty (120) days prior thereto. Customer agrees that while this Service Agreement is in effect, it will not file, nor cause to be filed on its behalf with FERC, or any other appropriate authority, an application for authority to receive direct transportation service or sales, or otherwise attempt, in any manner, to circumvent or bypass WKG's service or facilities. It is also understood and agreed that if Customer closes its facilities at which gas is delivered hereunder at any time during the term of this Agreement, Customer shall not be obligated to purchase its natural gas requirements from WKG, and this Agreement shall terminate upon the date which is thirty (30) days thereafter. Notwithstanding the foregoing, Customer shall be obligated to pay any and all charges or other sums due hereunder through and including the date of the termination hereof.

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: _____

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11/17/99

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 \$0/Mcf =	-	*
Non-Commodity Charges, @ Tariff	Mcf x \$0/Mcf =	-	*
Simple Margin, special contract rates applied to annual deliveries:			
Interruptible Carriage Service-			
@	per Mcf		

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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Notes: {1} - Pro-forma Test Year Volumes in Case 99-070. Annual Revenue applying rate structures and service mix in pending special contract.
{2} -

{3} - Calculations shown on Page 2 of this Exhibit.
{4} - Costs not expected to exceed per month.

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		<u> </u>
Total		
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.
 {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).