

AMENDMENT TO LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

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");  
("Customer").

W I T N E S S E T H:

WHEREAS, on February 1, 1991, WKG and Customer entered into a Large Volume Natural Gas Service Agreement (the "Agreement") whereby WKG agreed to supply natural gas service to Customer, and

WHEREAS, WKG and Customer desire to amend the Agreement.

NOW, THEREFORE, WKG and Customer agree as follows:

1. For the period from \_\_\_\_\_ through \_\_\_\_\_ (the "Amendment Period"), the Agreement shall be amended to read as follows:
  - a. All references to "Sales Rate G-1" and "Sales Rate G-2" throughout the Agreement shall be changed to "LVS-1" and "LVS-2", respectively.
  - b. All references to "Transportation Rate T-2", if any, and "Carriage Rate T-3", if any, throughout the Agreement shall be deleted in their entirety.
  - c. All references to "transportation", "transportation services", "transported gas", and "transportation gas" throughout the Agreement shall be deleted in their entirety.
  - d. The first two sentences of Paragraph 4 of the General Terms and Conditions shall be deleted in their entirety, and the following substituted therefor: "As between the parties hereto solely, 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."

- e. Paragraph 6 of the General Terms and Conditions of the Agreement shall be deleted in its entirety; provided, however, that such deletion of Paragraph 6 shall in no way affect or limit Customer's liability for Customer's outstanding interstate pipeline gas supply imbalances, if any.
  - f. All references to "Receipt Point(s)" throughout the Agreement shall be deleted in their entirety.
  - g. Exhibit "B", Agency Terms and Conditions, shall be deleted in its entirety.
- 2. The parties agree that the terms of this Amendment shall be effective throughout the Amendment Period and year-to-year thereafter (the "Renewal Terms") unless and until terminated by either party upon written notice delivered to the other party sixty (60) days prior to the end of the Amendment Period or any Renewal Term.
  - 3. The parties agree that in the event this Amendment is terminated pursuant to Paragraph 2 above, the terms of the Agreement amended herein shall revert to their previous form.
  - 4. 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: Paul Fischer  
Title: President

By: \_\_\_\_\_

Title: \_\_\_\_\_