

AMENDMENT TO LARGE VOLUME
NATURAL GAS SERVICE AGREEMENT

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

W I T N E S S E T H:

WHEREAS, on _____ WKG and Customer entered into a Large Volume Natural Gas Service Agreement No. _____ (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. Paragraph 2, Price, shall be deleted in its entirety, and the following substituted therefor:

"PRICE.

a) The price to be paid by Customer for all G-1 and LVS-1 Sales Rates and G-1/T-2 Transportation Rates shall be in accordance with the rate schedule under which the service is rendered. The price to be paid by Customer for all G-2 and LVS-2 Sales Rates and G-2/T-2 Transportation Rates and T-3 Carriage Rates shall also be in accordance with the rate schedule under which the service is rendered; provided, however that the simple margin component of such G-2, LVS-2, G-2/T-2 and T-3 Rates shall be _____ per Mcf. All 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 specified.

b) Should the Large Volume Sales Service, LVS-2, be suspended during the term of this Agreement, WKG commits to provide weighted average commodity priced gas based on current purchase costs including all related delivery costs for the billing period for which the gas was delivered. This rate shall also include the non-commodity components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment, the applicable base charge, plus the simple margin component stated in the "Price" section. This commitment would continue in effect until the term of this Agreement expires."

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

"TERM.

The Term of this Agreement shall become effective on the first day of the month following the acceptance of this Agreement by the Kentucky Public Service Commission ("KPSC"), or on whichever is later, and shall continue in full force and effect for and year-to-year thereafter unless and until terminated at the end of any year by either party hereto upon thirty (30) days prior written notice to the other party. Customer agrees that while this Service Agreement is in effect, it will not file, nor cause or allow to be filed on its behalf with the Federal Energy Regulatory Commission, 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."

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: Carl Fischer *gc*

Title: President

Title