

Western Kentucky Gas Company

February 20, 1996



RE: Large Volume Natural Gas Service Agreement Between [redacted], Inc. and Western Kentucky Gas Company Dated [redacted] (the "Service Agreement")

Dear

As you know, [redacted] Gas Company ("WKG") and ("Customer") have recently entered into the above-referenced Service Agreement. Exhibit B of the Service Agreement provides that WKG or its designee shall conduct cathodic protection monitoring and leakage surveys on Customer's pipelines which are described in Exhibit B and below (the "Facilities"). The parties agree that Customer shall pay WKG to install the Facilities, and the parties desire to more fully set out such transaction in this letter agreement. Therefore, the parties hereto agree as follows:

1. On Customer's [redacted] agrees to install natural gas piping immediately downstream of its delivery point (identified in the Service Agreement as [redacted]) to the outlet valve of the regulator stations located at:

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

As set out in [redacted] 96-096 APR 14 1996

PURSUANT TO 807 KAR 5.011, SECTION 9(1)

BY: Jordan C. Neel

2. On Customer's [redacted] WKG agrees to install natural gas piping immediately downstream of its delivery point (identified in the Service Agreement as WKG's [redacted]) to the outlet valve of the regulator stations located at:

3. Customer shall pay to WKG the _____, which sum is the estimated construction cost of the Facilities, including the cost of materials. Customer payment shall be made in the following installments: _____ prior to the initiation of construction of the Facilities, _____ thirty (30) days after the initial installment, and _____ days after the initial installment. Upon completion of construction of the Facilities, if the actual cost of construction exceeds the estimated cost, Customer shall pay the difference to WKG within thirty days of receipt of an invoice therefor. If the actual cost of construction is less than the estimated cost, WKG shall pay the difference to Customer within thirty days after accumulating all related charges and fully completing its internal appropriation procedures on this project.

4. During construction of the Facilities, WKG agrees to notify Customer prior to incurring what WKG determines to be in its sole, reasonable judgment, unusual or unexpected construction expenses. In the event of such notification, the parties shall mutually agree as to the appropriate action to be taken regarding the unexpected or unusual expenses.

5. WKG agrees to provide Customer with detailed construction information regarding the Facilities within thirty days of accumulating all related charges and fully completing its internal appropriation procedures on this project.

6. The parties agree that WKG shall operate and maintain the Facilities throughout the term of the Service Agreement and any Successor Agreement as described in paragraph 3 of the Service Agreement.

If you understand and are in agreement with the terms of this letter agreement, please sign below where indicated and return one original to me.

Sincerely,

WESTERN KENTUCKY GAS COMPANY,
a division of Atmos Energy
Corporation

By: Paul Fischer

Title: President

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

By: _____

Title: _____

As set out in 96-096
APR 14 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Western Kentucky Gas Company

February 20, 1996

WESTERN
KENTUCKY
GAS

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in 96-096
APR 14 1996

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Jordan C. Neal*
FOR THE PUBLIC SERVICE COMMISSION

Dear

As you know, _____ Gas Company, a division of _____ ("WKG"), and _____ ("Customer") are negotiating the terms of a Large Volume Natural Gas Service Agreement (the "Agreement"). The purpose of this letter is to set forth the understanding of WKG and Customer regarding the confidentiality of certain features of the Agreement.

WKG and Customer acknowledge and agree that the following terms of the Agreement are deemed confidential (collectively, the "Confidential and Proprietary Information"):

1. The price being paid by Customer under the Agreement;
2. The terms under which Customer may, at its option; purchase certain facilities from WKG under the Agreement; and
- 3.

Customer agrees that it will not permit (either by Customer or by its agents, consultants and employees) the duplication, use or disclosure of any such Confidential and Proprietary Information to any person at any time; provided, however, that

- (a) Customer may duplicate, use or disclose such Confidential and Proprietary Information to its own employees, agents or representatives, but only to the extent such information is necessary for the performance of their obligations to Customer;
- (b) The Confidential and Proprietary Information shall not include any information which, at the time of disclosure, is generally known by the public or competitors of WKG; and
- (c) Customer may disclose Confidential and Proprietary Information to the extent required by a court or other public authority having jurisdiction over Customer, or, to the extent reasonably required, to comply with requirements of law or _____ or any other exchange on which Customer's securities are listed or traded. Customer agrees to notify _____ prior to any disclosure .

Customer's obligation not to disclose any such Confidential and Proprietary Information shall extend to and include each of its employees, agents and consultants.

In the event of a breach hereunder by Customer, WKG shall be entitled to pursue such rights and remedies at law or in equity as may be available and shall include all Attorney's fees, court cost and other expenses incurred by WKG.


This Confidentiality Agreement shall remain in effect during the term of the Agreement and shall terminate upon the earlier of (a) any action taken by the Kentucky Public Service Commission or other agency or court having jurisdiction over such matter that results in the Confidential and Proprietary Information becoming a matter of public record or (b) the expiration or termination of the Agreement.

Your signature below indicates your understanding and acceptance of the terms of this letter agreement.

Sincerely,

WESTERN KENTUCKY GAS COMPANY, a
Division of Atmos Energy Corporation

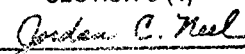
By: _____


Jay F. Camahan, Senior Vice
President, Technical Services

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in APR 1886-096

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: 
FOR THE PUBLIC SERVICE COMMISSION

ACCEPTED BY:

By: _____

Title: _____

AGENT:

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

As set out in 1998 96

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Jordan C. Neel*
FOR THE PUBLIC SERVICE COMMISSION