

Contract No. WKG-1496

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

BETWEEN

BRAKE PARTS, INC.

AND

WESTERN KENTUCKY GAS COMPANY,  
A Division of  
ATMOS ENERGY CORPORATION

DATED

JANUARY 1, 2002

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 13 2002

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

## LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS NATURAL GAS SERVICE AGREEMENT ("Service Agreement") is made and entered into as of the 1st day of January, 2002, by and between WESTERN KENTUCKY GAS COMPANY, a division of Atmos Energy Corporation, a Texas and Virginia corporation, ("WKG") and Brake Parts, Inc., a Delaware corporation, ("Customer"), also referred to as the "parties."

### WITNESSETH:

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 Stanford, Kentucky. 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. 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:

<u>Service</u>	<u>Type</u>	<u>Priority</u>	<u>Maximum Mcf/Day</u>	<u>Maximum Mcf/Hr.</u>
Transportation	T-4	7	300	16

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 or LVS-1 volumes, if any; then the T-3 volumes, if any; and then the G-2/T-2 or LVS-2 volumes, if any.

2. Price. 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.

If the service designated under paragraph 1 above is for transportation service, under rates T-4, T-3 or T-2, a supplemental charge of \$0.4972 per MCF shall be added to all monthly volumes. Revenues collected by WKG under this supplemental charge will be credited toward gas costs of its sales customers.

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3. Term. This Service Agreement shall become effective on January 1, 2002, 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 one (1) year (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 desires to convert from transportation service (Rates T-4, T-3, or T-2) to sales service (Rates G-1, G-2, LVS-1 or LVS-2), advance written notice must be provided to WKG by November 1 to request such change in service effective the following January 1.

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 Service Agreement, Customer agrees to notify WKG of such plans prior to the filing.

4. Notices. Any notice required to be given under this Agreement, or any notice that 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: 270/685-8047  
Facsimile: 270/685-8052

If to Customer: Brake Parts, Inc.  
1801 Richards Road  
Toledo, OH 43607  
Attention: Toby Slocum  
Telephone: (419) 322-7714  
Facsimile: (419) 322-7570

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.

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BY: Stephen O. Bell  
SECRETARY OF THE COMMISSION

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the date first above written.

WESTERN KENTUCKY GAS COMPANY,  
A Division of Atmos Energy Corporation

By: *Gary J. Smith*  
Gary J. Smith, Vice President

BRAKE PARTS, INC.

By: *Alan C. Pugh* 1/16/02  
Title: *Vice President (By: P.O.A.)*

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

BY: *Stephan D. Bell*  
SECRETARY OF THE COMMISSION