

# NATURAL GAS CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between WESTERN KENTUCKY GAS COMPANY a division of TEXAS AMERICAN ENERGY CORPORATION, of Owensboro, Kentucky, hereinafter referred to as "SELLER", and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as "BUYER".

**WITNESSETH:**

WHEREAS, the SELLER owns and operates a distribution system for the transportation and sale of natural gas, and the BUYER desires to purchase natural gas from SELLER for utilization hereinafter specified:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereof, the SELLER and BUYER have agreed and do hereby covenant and agree, each with the other, as follows, to wit:

1. The SELLER agrees to deliver and sell to the BUYER, and the BUYER agrees to receive and purchase from the SELLER, the gas fuel requirements as hereinafter specified, subject to the provisions of the Rate Schedule of G-1 and the terms and conditions herein.

**2. RATE SCHEDULE: AS SPECIFIED IN TARIFF.**

**2(a) RATE ALLOCATION:**

RATE G-1 \_\_\_\_\_ MCF PER DAY  
 RATE G-2/G-3 \_\_\_\_\_ MCF PER DAY

Note: Rate may shift between Rate G-2 and G-3 dependent on annual volumes purchased. BUYER must maintain a twelve month cumulative minimum volume of 200,000 Mcf to qualify for Rate G-3.

Periodic notice of (1) revisions of rates in accordance with the Purchased Gas Adjustments as herein described and (2) allocation revisions shall become an integral part of this contract.

Any Federal, State or other legal taxes which apply now or may hereafter be imposed shall be paid by the BUYER in addition to the rates as specified.

3. This contract shall apply only to the utilization, quantities and location specified as follows:

(a) Base Period Volumes

	Priority No. <u>4</u>	Priority No. _____	
November	_____	_____	Mcf
December	_____	_____	Mcf
January	_____	_____	Mcf
February	_____	_____	Mcf
March	_____	_____	Mcf
Total Winter	_____	_____	Mcf
April	_____	_____	Mcf
May	_____	_____	Mcf
June	_____	_____	Mcf
July	_____	_____	Mcf
August	_____	_____	Mcf
September	_____	_____	Mcf
October	_____	_____	Mcf
Total Summer	_____	_____	Mcf

(b) Utilization \_\_\_\_\_

(c) Maximum Hourly Demand - Priority 4 \_\_\_\_\_ Mcf  
 (d) Maximum Hourly Demand - Priority \_\_\_\_\_ Mcf  
 (e) Maximum Daily Demand - Priority 4 \_\_\_\_\_ Mcf  
 (f) Maximum Daily Demand - Priority \_\_\_\_\_ Mcf

(g) Delivery Pressure 20#

(h) Location and Address \_\_\_\_\_

(i) Total Connected Load \_\_\_\_\_ Mcf

4. This contract shall apply to and be binding upon the heirs, successors and assigns of both the SELLER and the BUYER, and shall remain in full force and effect for a period of one year from date, and thereafter until cancelled by either SELLER or BUYER, as hereinafter provided. After the expiration of the original term as specified, either the BUYER or SELLER may cancel this contract by giving notice in writing to the other of its intention so to do ninety (90) days in advance of the time that such cancellation shall become effective.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed in triplicate, by their respective duly authorized officials or individuals, with signatures properly witnessed, as of the day and year first above written,

WESTERN KENTUCKY GAS COMPANY, a division of TEXAS AMERICAN ENERGY CORPORATION  
**SELLER**

\_\_\_\_\_  
 Witness

By [Signature]  
 President

[Signature] 4/2/84  
 Witness

\_\_\_\_\_  
 BUYER  
 By X  
 (Show Title)