# SYSTEM EXPANSION AND FIRM TRANSPORTATION SERVICE AGREEMENT

THIS SYSTEM EXPANSION AND FIRM THE AGREEMENT ("Service Agreement") is made and entered 2025 (the "Effective Date"), by and among ATMOS ENER and Virginia corporation, ("Atmos Energy") and ("Customer"). Atmos Energy and Customer as a Party and collectively as the "Parties."	into as of this 10th day of July, RGY CORPORATION, a Texas			
WITNESSETH:				
WHEREAS, Customer desires to build and operate at or near (**Customer's Facility") and this Service Agreement; and				
WHEREAS, Customer desires that Atmos Energy distribution facilities in order to accommodate increased Customer's Facility; and				
WHEREAS, Atmos Energy has designed a system distribution system that will accommodate Customer's no willing to cause the Expansion to be constructed subject to forth herein; and	eeds (the "Expansion") and is			
WHEREAS, upon completion of the Expansion, Atmos Energy desires to provide to Customer, and Customer desires to obtain natural gas service to Customer's Facility 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:				
The above prefatory paragraphs are made a part of this Service Agreement.				
A. THE EXPANSION				
1. Payment of Estimated Cost and Expenses. through its contractor the construction and installation of the Customer shall contribute towards Atmos Energy's cost the and Customer's share of the cost of the Work are set forth and made part hereof. Cost of Work includes, but is not limit costs, such as the cost of all engineering, field surveys, and	ne Expansion (the "Work"), and nereof. The scope of the Work on Exhibit A attached hereto nited to, contractor costs, direct			
and construction and metering and regulating facilities necessary to serve Customer's Facility incurred by Atmocomplete the Work. Atmos Energy shall not undertake	es and other <b>KpplittenKiices</b> os Energy that Energetine MWSSION the Work until improval to the			
Kentucky Public Service Commission of this Service Agree	ement. Executive Director			
2. <u>Payment to Atmos Energy</u> . The current expaid by Customer is which estimated cos				
	effective 9/5/2025			
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pursuant to the terms and conditions of this Service Agreement (payment of such estimated costs being referred to herein as the "Payment(s)"). Customer agrees to pay a portion of the Payment as a pre-payment in the amount of the "Pre-Payment") prior to commencement of the Work. The Pre-Payment shall be due and payable by wire transfer to Atmos Energy on the later to occur of (a) July 31, 2025 or (b) within 30 days of Customer's receipt of an invoice. The remainder of "The Payment" shall be due on or after October 1, 2025, within 30 days of Customer's receipt of an invoice therefor. Atmos Energy will provide Customer with banking information for the Payment sufficiently in advance of the Payment's due dates to permit timely payment by Customer.
Subject to approval by the Kentucky Public Service Commission, Atmos Energy shall make a capital contribution to the Work in the amount of ("Atmos Energy Contribution") on or after October 1, 2025 and no later than September 30, 2026. In po

event shall Atmos Energy's payments or contributions to the Work exceed ( The Atmos Energy Contribution is contingent on approval of this Service Agreement by the Kentucky Public Service Commission. In the event this Service Agreement is not approved by the Kentucky Public Service Commission, the Customer is responsible for all cost of the Work and Required Annual Gross Margin amounts listed in Exhibit C. line (7) are no longer applicable and/or are reduced to \$0. Costs for the Work shall be determined by Atmos Energy based on Atmos Energy standards, in its reasonable discretion, which are commonly used in the location and type of work being performed, and Atmos Energy agrees to share such costs information with Customer for the purpose of transparent reimbursement. Any costs associated with the Work, as determined by Atmos Energy in its reasonable discretion, in excess of the combined amount of the Payment and Atmos Energy Contribution will be invoiced to Customer by Atmos Energy within ninety (90) following completion of the Work and shall become due and payable within thirty (30) days following Customer's receipt of said invoice. Should the combined amount of the Payment and Atmos Energy Contribution exceed the total cost of the Work, as determined by Atmos Energy in its reasonable discretion, then within ninety (90) days after the completion of the Work, the excess shall be refunded to Customer.

- 3. The Expansion, consisting of the pipeline and other appurtenances and related easements, constructed pursuant to this Service Agreement, including, but not limited to any portion of the Expansion located on property owned or controlled by the Customer and classified by Atmos Energy as a service line for Customer's Facility, shall remain the property of Atmos Energy and the title, control, maintenance, and operation thereof, shall at all times remain in Atmos Energy, its successors or assigns, and at Atmos Energy's expense. For clarity, all gas facilities of the Expansion up to and including the Customer's meters are property of Atmos Energy, and all gas facilities beyond the Customer's meters and into Customer's Facility are property of Customer End Unit of Customer End Un
- 4. Atmos Energy shall not be obligated to begin a or incur any expense in connection therewith (including, but ,

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work, securing easements, permits or other land rights or ordering materials) prior to the execution of this Service Agreement, and receipt of the Pre-Payment. Promptly after execution of this Service Agreement, and receipt of the Pre-Payment, Atmos Energy shall commence and thereafter diligently pursue and use commercially reasonable efforts to complete the Work by April 1, 2026, subject however to delays or interruptions caused by circumstances beyond the ability of Atmos Energy to control, including, but not limited to: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather-related events affecting an entire geographic region, such as low temperatures which cause freezing; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction, and (v) acquisition of necessary right-of-way and other easements from third-parties.

5. <u>Compliance and Indemnity</u>. Atmos Energy will perform the Work in accordance with all applicable laws, statutes, orders and regulations and in a manner that is consistent with regularly accepted natural gas distribution industry standards. Atmos Energy agrees to indemnify and hold Customer harmless from any and all claims, demands, suits or other causes of action by any person for property damage or injury (including death) arising out of the negligent acts or omissions of Atmos Energy in the performance of the Work.

#### **B. LARGE VOLUME NATURAL GAS SERVICE**

Natural Gas Service Type and Volume Levels. Customer agrees to purchase from Atmos Energy or deliver to Atmos Energy for transportation, such service type being specified below, all of Customer's natural gas service requirements for Customer's Facility. Atmos Energy agrees to provide firm transportation service to Customer of the type specified below, subject to the provisions of Atmos Energy's then current tariff as approved by the Kentucky Public Service Commission ("Tariff"), and referenced rate schedules thereunder and the related Rules and Regulations governing natural gas service as set forth in the Tariff and this Service Agreement, including the attached General Terms and Conditions, Exhibit "A" (Scope of Work), Exhibit "B" (Receipt Point(s) and Delivery Point(s)), and Exhibit "C" (Annual Gross Margin Requirements) which are made a part hereof.

Atmos Energy shall have no obligation to provide for deliveries in excess of the maximum daily and hourly Delivery volumes hereinafter specified, or to provide sales gas to Customer. Atmos Energy shall not receive volumes for transportation service in excess of the daily Receipt volume hereinafter specified:

in excess of the daily Receipt volume hereinafter specified: **KENTUCKY** PUBLIC SERVICE COMMISSION Linda C. Bridwell Maximum Maximum Maximum Mcf/Day Mcf/Day **Executive Director** Mcf/Hr. Receipt (M" Service Rate Delivery Delivery **Transportation** T-4 3 **FFFFCTIVE** 9/5/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 2. <u>Price</u>. The price to be paid by Customer for firm transportation service under this Service Agreement is set forth in **Exhibit "C"** (Annual Gross Margin Requirements). 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 Atmos Energy's income which apply now or may hereafter be imposed, shall be paid by the Customer, in addition to the rates as specified.
- Term. Large Volume Natural Gas Service under this Service Agreement shall commence and this Service Agreement with respect to such service shall be effective beginning on the date that the Expansion is placed in service (the "Transportation Service Effective Date"), and shall continue in full force and effect for five (5) years (the "Primary Term"), and for a one-year renewal term thereafter (the "Renewal Term") and shall continue for successive one-year terms following the Renewal Term (each a "Rollover Term") provided that the Parties may mutually agree that the Renewal Term or any Rollover Term be for an agreed upon multi-year period, rather than a one (1) year period, and further provided that either Party may terminate this Service Agreement at the end of the Primary Term, or at the end of the Renewal Term or at the end of any subsequent Rollover Term upon providing one-hundred-twenty (120) days prior written notice to the other Party. The Primary Term, the Renewal Term and subsequent Rollover Terms may be referred to collectively as the "Term". Customer agrees that while this Service Agreement is in effect, all natural gas consumed by Customer at Customer's Facility shall be delivered by Atmos Energy. During the Renewal Term and subsequent Rollover Terms, Customer shall only be obligated for payment of the standard tariff rates established in line (8) of Exhibit "C" and no Required Annual Gross Margin (as hereinafter defined) shall be required.

In the event Customer plans to make a filing, or direct another party to make such filing on its behalf with the Federal Energy Regulatory Commission or any other regulatory body, seeking authority to receive direct gas service following the termination of this Service Agreement, Customer agrees to notify Atmos Energy of such plans not less than 60 days prior to the date of such filing.

In the event the Kentucky Public Service Gross Margin Requirements. Commission approves the Atmos Energy Contribution in its entirety, the following Gross For clarity, if the Kentucky Public Service Margin Requirements are applicable. Commission does not or partially approves the Atmos Energy Contribution, the Annual Gross Margin Requirement amounts outlined in Exhibit "C" line (7) will be reduced proportionately to the approved reduction in Atmos Energy Contribution. Atmos Energy agrees to provide the Type of Service up to and including the Maximum Daily and Maximum Hourly Requirements in Section (1), provided that the annual gross margin derived by Atmos Energy from service for Customer to Customer's Facility via the rates set forth in Exhibit "C" line (8) shall be equal to or exceed the "Required Annual Gross Margin" as set forth in Exhibit "C" line (7). "Required Annual Gross Margin" as used herein is defined as the amount of gross margin which Atmos Energy must denve (Foht selvices to Customer's Facility in each year of the five years of the Frimary Year of this Agreement ISSION and which is set forth in line (7) of Exhibit "C" in order to recoup the initial Paylesitherit made by Atmos Energy in completion of the Expansion and the Parties and acknowledge that this is an essential part of this Service A "Gross Margin" is defined herein as the amount paid by Custon transportation of natural gas delivered to Customer's Facility a

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incurred by Atmos Energy to transport the natural gas that is transported and delivered by Atmos Energy to Customer's Facility, plus facility charges over the applicable period.

At the end of each one year period during the Primary Term beginning on the date Expansion is complete and put into service, if the actual gross margin derived by Atmos Energy during such one year period, as reasonably determined by Atmos Energy, does not meet or exceed the Required Annual Gross Margin of that corresponding year shown on Exhibit "C" line (7), the Customer agrees to pay to Atmos Energy within 30 days of Customer's receipt of an invoice, the difference between that year's Required Annual Gross Margin, as shown on Exhibit "C" line (7), and the actual gross margin for such one (1) year period, as reasonably determined by Atmos Energy, plus any applicable taxes. The Required Annual Gross Margin obligation for each year as set forth in this Section 4 and in Exhibit "C" line (7) is not contingent upon Customer taking delivery of gas from Atmos Energy during any such year or upon Customer's Facility being operational during the Primary Term, and in the event that Customer ceases to take delivery of gas from Atmos Energy at Customer's Facility prior to the expiration of the Primary Term of this Service Agreement or fails to make a Required Annual Gross Margin payment within 30 days following the date of Atmos Energy's invoice, any Required Annual Gross Margin shortfall for the then current year plus the Required Annual Gross Margin for each year remaining in the Primary Term shall be due and payable within 30 days following the date of Atmos Energy's invoice therefore; such invoice setting forth in reasonable detail the amounts due and the basis therefore. Each year stands alone and Customer shall not be entitled to any credit carryover in the event the Required Annual Gross Margin is exceeded in any year of the Primary Term. With regards to the Expansion, "complete and put into service" means Atmos Energy is capable of delivering gas to the Customer's meters. The Expansion being complete and put into service is not contingent on the Customer's Facility being able to accept gas and is not dependent on the Customer's Facility being complete.

In the event that Customer expands Customer's Facility and additional investment is needed beyond the Expansion listed in this Service Agreement, Customer and Atmos Energy agree to enter into good faith negotiations to seek an amendment to this Service Agreement based on the additional investment required at that time.

5. Electronic Flow Measurement and Communications Equipment. Under the Tariff, it will be the responsibility of Customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving Firm (Rate T-4) service including installation, repair, maintenance and replacement of such additional facilities and/or equipment. The additional facilities and/or equipment include electronic flow measurement ("EFM") equipment and cellular communications support services which shall be installed, maintained, operated, and owned by Atmos Energy. Customer is responsible for providing and maintaining the electric support services related to the EFM equipment. A new customer that is not renewing an existing service agreement will pay a monthly charge of \$75.00 to cover all initial EFM costs and all ongoing EFM maintenance, repair and replacement costs (the "\$75.00 Monthly Facilities Charge") and a monthly charge of \$25.00 covering the cost of cellular communication support services (the "\$25.00 Misitally PUBLIC SERVICE COMMISSION

6. Notices. Any notice required to be given under this Service Adrestient, or any notice that either Party hereto may desire to give the other P shall be considered duly delivered three (3) business days aff in the United States mail, postage prepaid, registered or certific hade a shall be considered.

Linda C. Bridwell

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after such notice is sent via email, provided the recipient confirms receipt by return email and a hard copy of such notice is also sent via United States mail contemporaneously with sending of the email; and such notices are addressed as follows:

If to Atmos Energy:

ATMOS ENERGY CORPORATION (Kentucky/Mid-States Division) 3275 Highland Pointe Dr. Owensboro, KY 42303 Attention: Cody Townsend Telephone: 270-836-7229

E-Mail:

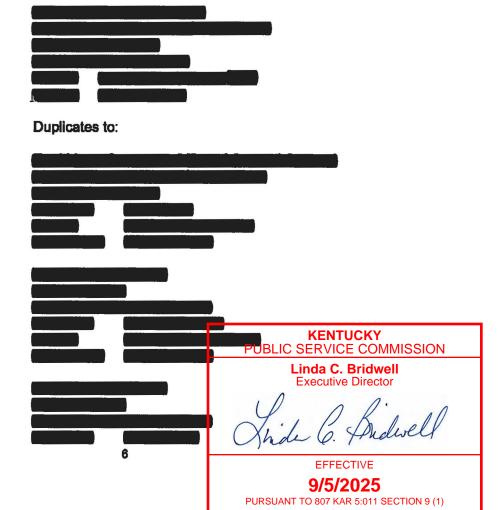
cody.townsend@atmosenergy.com

Duplicate to:

ATMOS ENERGY CORPORATION (Kentucky/Mid-States Division) 5430 LBJ Freeway, Suite 160 Dallas, Texas 75240-2601 Attention: Contract Administration

Telephone: (214) 206-2574 Facsimile: (214) 206-2101

If to Customer:



or such other address as Atmos Energy, Customer or their respective successors or permitted assigns shall designate by written notice given in the manner described above. Confirmation of receipt of notice shall be required. Routine communications, including monthly invoices, may be mailed by ordinary mail, postage prepaid, and addressed to the above-designated name and address.

7. Regulatory Approval. The Parties acknowledge that this Service Agreement, and Atmos Energy's obligations thereunder, shall be subject to any regulatory approval that Atmos Energy, in its sole discretion, determines are necessary or appropriate.

#### 8. Miscellaneous.

- (a) Attachments. "General Terms and Conditions" and Exhibit "A" (Scope of Work), and Exhibit "B" (Receipt Point(s) and Delivery Point(s)), and Exhibit "C" (Annual Gross Margin Requirements) 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 the same and their respective terms and provisions. This Service Agreement, General Terms and Conditions, Exhibit "A" (Scope of Work), Exhibit "B" (Receipt Point(s) and Delivery Point(s)), and Exhibit "C" (Annual Gross Margin Requirements) shall be read and interpreted together as a single agreement with full effect being given to the terms and conditions of each; in no event shall the terms of any one of this Service Agreement, Exhibit "A" (Scope of Work), Exhibit "B" (Receipt Point(s) and Delivery Point(s)), or Exhibit "C" (Annual Gross Margin Requirements) take precedence over the terms of the other(s).
- (b) Waiver of Certain Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES: (1) IN THE EVENT OF ITS BREACH OF THIS SERVICE AGREEMENT, (2) AN EVENT OF DEFAULT, OR (3) FOR ANY OTHER CLAIM RELATED TO THIS SERVICE AGREEMENT.
- (c) Governing Law. This Service Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(d) No Walver. No waiver by either Party of any one or more defaults of the other in the performance of any of the provisions of this Service Agreement will operate or be construed as a waiver of any other default or defaults whether of a like kind or different nature.

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(e) No Third Party Beneficiaries. The provisions of this Service Agreement will Chot richpart rights enforceable by any person, firm or organization not a Party or not bound to the provisions of this Service Agreement will Chot richpart rights enforceable by any person, firm or organization not a Party or not a permitted successor or assignee of a Party bound to the provisions of this Service Agreement will Chot richpart rights enforceable by any person, firm or organization not a Party or not bound to the provisions of this Service Agreement will Chot richpart rights enforceable by any person, firm or organization not a Party or not bound to the provisions of this Service Agreement will Chot richpart rights enforceable by any person, firm or organization not a Party or not bound to the provisions of the provis

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(f) No Partnership. Each Party acknowledges and agrees that n

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or fiduciary relationship of any kind whatsoever is created by this Service Agreement.

- (g) Severability. If any provision of this Service Agreement is determined to be invalid, void or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void or make unenforceable any other provision of this Service Agreement so long as the economic benefits or legal obligations of this Service Agreement are not affected in any manner materially adverse to either Party. Upon such determination that any provision is invalid, void or unenforceable, the Parties shall negotiate in good faith to modify this Service Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner such that the transactions contemplated hereby are fulfilled to the extent possible.
- (h) <u>Binding Effect</u>. This Service Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
- (i) <u>Headings</u>. The headings and captions used in this Service Agreement are for convenience and reference purposes only, and will in no way affect the meaning or interpretation of the provisions of this Service Agreement.
- (j) Entire Agreement. This Service Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.
- (k) Non-Reliance Agreement. The Parties disclaim reliance on any agreement, representation, inducement, warranty, modification, condition or understanding, whether written or oral, express or implied, other than those expressly set forth in this Agreement, including the attached exhibits and incorporated materials (collectively, "Extra-Contractual Representation"). Each Party represents that it has relied on its own judgment and has conducted its own investigation and due diligence with respect to the subject matter of this Agreement. Each Party further acknowledges and agrees that this Agreement has resulted from arms-length negotiations by sophisticated parties who are knowledgeable in business matters and represented by counsel. No Party shall have any claim against any other Party, whether in tort or contract or law or equity, arising out of any Extra-Contractual Representation.
- (I) <u>Counterparts</u>. This Service Agreement may be signed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument.

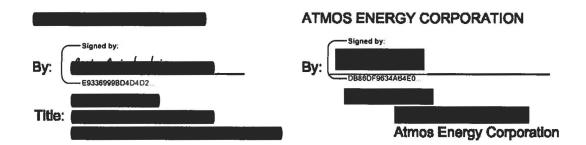
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Linda C. Bridwell Executive Director

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







## **GENERAL TERMS AND CONDITIONS** SYSTEM EXPANSION AND FIRM TRANSPORTATION SERVICE AGREEMENT

- This Service Agreement is subject to all applicable and valid statutes, ordinances, and the rules, regulations and orders of the Kentucky Public Service Commission.
- 2. If not presently installed, the necessary regulating and metering equipment constructed to Atmos Energy's specifications shall be installed for delivery of the gas as specified herein, and the Customer shall install or cause to be installed additional regulating equipment to provide suitable operating pressure at the various points of utilization. A suitable location for the regulating and metering equipment shall be provided by the Customer without charge, and Atmos Energy shall have the right to operate, maintain and alter this equipment as is necessary or desirable. Each Party hereto agrees to maintain any equipment owned by it and used in the performance of its obligations herein in good, safe and efficient operating condition and repair.
- Title to sales gas shall pass from Atmos Energy to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer while such gas is on Atmos Energy's local distribution facilities. The Receipt Point(s) at which the Customer will deliver transportation gas to Atmos Energy and the Delivery Point(s) at which Atmos Energy will redeliver transportation gas to Customer are designated on Exhibit "B" attached hereto.
- As between the Parties hereto solely, for transportation services, Atmos Energy shall be deemed in exclusive control and possession of the gas after the delivery thereof at the Receipt Point(s) and prior to the redelivery thereof, to or for the account of Customer at the Delivery Point(s). At all other times, 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 caused by Customer's handling, delivery or receipt thereof. For sales services. Atmos Energy 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 caused by Customer's handling, delivery or receipt thereof. Each Party agrees to Indemnify, defend and hold harmless the other Party from and against any and all claims, liabilities, damages, losses, costs and expenses incurred by such other Party arising from or relating to any damages, losses or injuries for which the indemnifying Party is responsible pursuant to the provisions of this paragraph, except to the extent such damages, losses or expenses shall have been caused by the negligence of the indemnified Party.
- In the event that either Atmos Energy or Customer is referred unable ISSION 5. wholly or in part, by reason of an event of Force Majeure, to perform its loibligations idnoted this Service Agreement, other than to make payment when due hereunder, and such party has given notice and full particulars of such Force Majeure in v soon as possible after the occurrence of the cause relied on, Parties, insofar as they are affected by such Force Majeure,

the continuance of such inability, but for no longer period, and such cause shall, insofar as possible, be remedied with all reasonable dispatch; provided, however, that the settlement of strikes or lock-outs shall be entirely within the discretion of the Party having such difficulty, and the above requirement that any Force Majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lock-outs by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

The term "Force Majeure" as used herein shall mean any cause not reasonably within the control of the Party claiming suspension and includes, but is not limited to, acts of God; strikes; lock-outs; wars; acts of terrorism; riots; orders or decrees of any lawfully constituted federal, state or local body; fires; storms; floods; wash-outs; explosions; breakage or accident to machinery or lines of pipe; inability to obtain or delay in obtaining rights-of-way, materials, supplies or labor permits; temporary or permanent failure of gas supply or transportation services; capacity constraints; repair, maintenance or replacement of facilities used in the performance of the obligations contained in this Service Agreement; or any other cause of a similar nature whether of the kind herein enumerated or otherwise.

- 6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to Atmos Energy and its receipt of gas from Atmos Energy in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by Atmos Energy. Further, the Customer agrees to be liable to Atmos Energy for all cost, expense and liability incurred by Atmos Energy, which directly relates to the Customer's transportation activities on the interstate pipeline system.
- 7. In the event of default hereunder by either Party, in addition to all rights and remedies at law or in equity to which the non-defaulting Party may be entitled, the defaulting Party agrees to reimburse the non-defaulting Party for all actual court costs and other reasonable expenses incurred. Further, each Party agrees to Indemnify and hold the other Party harmless with regard to any and all fees, costs and expenses incurred by the non-defaulting Party in relation to all claims, disputes and suits which arise under or are related to the defaulting Party's default under this Service Agreement, except to the extent such claims, disputes and suits shall have been caused by the negligence of the non-defaulting Party. In no event shall either Party be liable for indirect, special, consequential or punitive damages.
- 8. This Service Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
- 9. This Service Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

**KENTUCKY**PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

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### **EXHIBIT A**

Scope of Work, Cost Estimate and Payment Amount

Description of Work:	 	
Total Cost to Customer:		
Atmos Contribution:	 	

This Exhibit "A" is attached to and made a part of the Agreement level and made a part of the Ag Expansion and Firm Transportation Service Agreement I dated July Energy Corporation and

same was copied verbatim therein.

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### **EXHIBIT "B"**

To System Expansion and Firm Transportation Service Agreement Between Atmos Energy Corporation and

RECEIPT POINT(S) AND

**DELIVERY POINT(S)** 

Receipt Point(s)

A metering station located near

**Delivery Point(s)** 

Customer's Facility located at:

**KENTUCKY**PUBLIC SERVICE COMMISSION

Linda C. Bridwell

This Exhibit "B" is attached to and made a part of the Agreement for System expansion and Firm Transportation Service Agreement I

Energy Corporation and

dated July

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same was copied verbatim therein.

## EXHIBIT "C" To System Expansion and Firm Transportation Service Agreement Between Atmos Energy Corporation and ANNUAL GROSS MARGIN REQUIREMENTS (1) Customer (2) Appropriation Number (if applicable) (3) Estimated maximum hourly requirement Mcf (4) Estimated maximum daily requirement Mcf (5) Customer's maximum hourly and daily requirements may not be exceeded without consent of Company. (6) Estimated Annual Volumes Year 1 Year 2 Year 3 Year 4 Year 5 (7) Required Annual Gross Margin Year 1 Year 2 Year 3 Year 4 Year 5 **KENTUCKY** PUBLIC SERVICE COMMISSION Linda C. Bridwell

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Customer shall pay for and receive firm transportation applicable firm transportation charge per Mcf delive

**9/5/2025**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Executive Director** 

Customer's Facility plus Atmos Energy's then applicable monthly customer charge during the Term of this Service Agreement. Customer shall also be subject to all tariff provisions and associated firm transportation tariff charges, including but not limited to the Company's authorized tariff Riders.

This Exhibit "C" is attached to and made a part of the Agreement for System Expansion and Firm Transportation Service Agreement by and between Atmos Energy Corporation and Company dated July 10, 2025 as though the same was copied verbatim therein.



