

INTERCONNECT AGREEMENT

Re: Interconnect Agreement
AE-IA#___; [Company Name] Tap
& Measuring Station located in
town of_____, State
of_____ Project
#_____

On this ____ day of _____, 20____, _____ (“Interconnector or Company Name”), a _____ corporation and Atmos Energy Corporation, a Texas and Virginia corporation (“Atmos”) sometimes referred to herein individually as a “Party” and collectively as the “Parties,” Enter into this Interconnect Agreement (“Agreement”)AE-IA#_____.

WHEREAS, _____ desires to interconnect with Atmos; and

WHEREAS, the Parties desire to set forth their understanding regarding the design, construction, installation, operation, maintenance, and ownership of certain interconnecting facilities to connect the Interconnector’s _____, located in _____ County/Parish, _____, to Atmos’ natural gas pipeline system located at _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the adequacy and sufficiency of which are acknowledged, the Parties agree as follows:

I. CONSTRUCTION AND INSTALLATION OF THE FACILITIES

A. Interconnector’s Responsibilities.

1. Interconnector shall design, construct, install, and may replace at its sole expense, any upstream interconnecting pipeline(s), measuring facility as described on Exhibit “A”, gas monitoring equipment, and telemetry, including but not limited to meters, regulators, valves, gas analyzers, shut-in valves, separators, filters, odorizers and such other equipment (collectively, “Measurement Facilities”) necessary to connect Interconnector’s well (s) to Atmos’ Tap Facilities (defined below). All components shall be approved by Atmos. Interconnector will be solely responsible for supplying at its sole expense, electric service to its Measurement Facilities and Atmos’ Tap Facilities.
2. Prior to construction of the Measurement Facilities, Interconnector will provide design drawings, sealed by a professional engineer licensed in the state which the Measurement Facilities will be installed, to Atmos for review, and Interconnector will not begin construction until acceptance of the design drawings is received from Atmos. Drawings as shown in Exhibit “B provided by Atmos Energy are conceptual in nature only and are not to be used for final construction”.
3. Upon completion of construction of the Measurement Facilities, Interconnector will promptly provide sealed as-built drawings (piping, instrumentation and control) and code compliance documentation to Atmos.

B. Atmos’ Responsibilities.

1. Atmos shall design, construct, install, own, operate, and maintain, at Interconnector’s expense “Tap Facilities” consisting of a ___ inch hot tap and valve, a riser containing a riser block valve, check valve and insulating flange which will be used to denote the Division of Ownership between

- Atmos and Interconnector with regards to piping, telemetry/SCADA equipment and other equipment installed by both parties located at _____.
2. Atmos will review in a timely manner all design drawings provided by Interconnector for Atmos' review in accordance with the provisions of this Agreement.

C. **General Items.**

1. All of the design and construction activities of Atmos and/or Interconnector described in this Agreement will be in accordance with "Material and Construction Specifications for Facilities Constructed by non-Atmos Contractors and Third Parties" which are incorporated herein by reference and are available to Interconnector, as they may change from time to time, on ATMOS' Web Site at :

<https://www.atmosenergy.com/cs/interconnect/index.html>

- by using Interconnector's special assigned ID and Password set out in Exhibit "C," which is incorporated herein by reference. In the event such specifications do not set forth details specific enough for Interconnector to carry out any of the design or construction activities described in this Agreement, Interconnector will obtain a written clarification or exception from the applicable division's Atmos Technical Services Department before taking action. All ID's and Passwords are valid for limited periods of time and ATMOS will provide a new ID and Password upon email request as provided in Exhibit "C."
2. Due to the accelerated time schedule for the installation of the Measurement Facilities, Atmos and Interconnector both recognize that certain specified types of equipment may not be available during the initial installation of the Facilities. If a temporary substitution of equipment for the measuring station is desired by Interconnector during the initial construction of the Measurement Facilities, then Interconnector will notify the Atmos Technical Services Department of the nature of the temporary substitution and will obtain Atmos' written permission for an approved substitution. As soon as practicable thereafter the Measurement Facilities' in-service date, Interconnector will advise Atmos when the originally specified equipment is available and will coordinate activities with Atmos so that the temporary equipment may be removed and the originally specified equipment may be installed. All costs associated with the change-out of said equipment will be borne solely by Interconnector. Ownership of the temporary equipment will remain with the Party supplying such equipment.
 3. Notwithstanding any provision of this Agreement, or any other agreement between the Parties, to the contrary, no compressor shall be physically located within 100 feet of the Measurement Facilities. Applicable pulsation attenuation devices will be required if the Measurement Facilities are connected, directly or indirectly, to a compressor by less than 1000 feet of pipe. Requirements for pulsation attenuation devices for direct or indirect connections of the Measurement Facilities to a compressor by more than 1000 feet of pipe will be evaluated by the applicable division's Atmos Technical Services Department. Furthermore, in the event that vibration or noise originating from the Measurement Facilities, any upstream Interconnector's equipment, or any third-party source results in measurement inaccuracy, or additional gas quality monitoring, or the range of control or measurement is insufficient for accurate control or measurement, then Interconnector agrees to remedy such issue to Atmos' reasonable satisfaction at the sole cost and expense of the Interconnector. Notwithstanding anything herein to the contrary, no upstream or downstream facilities (including, but not limited to, compression, dehydration, separation, pigging, processing and/or treating) shall be located within 100 feet of the Measurement Facilities without the written consent of Atmos.

II. OWNERSHIP AND OPERATION OF THE MEASUREMENT FACILITIES

A. **Interconnector's Responsibilities.**

1. Upon completion of the construction and installation of the Measurement Facilities and Tap Facilities, Interconnector will own the Measurement Facilities, including any separating and over-pressure protection equipment installed by Interconnector.
2. Interconnector will own and operate all piping and equipment upstream of the Measurement Facilities.
3. Interconnector will be responsible for acquiring all operating, regulatory, and environmental permits in its name that are necessary for the construction, operation, and maintenance of the Measurement Facilities.

B. **Atmos' Responsibilities.**

1. Upon completion of the construction and installation of the Measurement Facilities and Tap Facilities, Atmos shall own the Tap Facilities. Atmos shall also operate and maintain, at Interconnector's expense, the Measurement Facilities.
2. Atmos will test, calibrate, and commission the Measurement Facilities.
3. ATMOS will be solely responsible for all daily operational activities performed in connection with the Tap Facilities and Measurement Facilities, including, but not limited to, operation, testing, calibration, adjusting and maintenance necessary for the utilization of the Tap Facilities, the Measurement Facilities, and telemetry associated therewith.

III. PAYMENT

A. **Advance Payment.**

1. Upon execution of this Agreement, Interconnector shall pay Atmos _____ (\$_____) (the "Advance Payment") representing the estimated cost for Atmos' installation of the Tap Facilities, Atmos' review of the design drawings and Atmos' expenses, including, but not limited to, inspection expenses, related to the Measurement Facilities' construction, start-up and commissioning.
2. The estimated cost for construction and installation of the Tap Facilities and other Atmos costs shall include, but not be limited to, the cost of material, supplies, labor (Atmos and contractor), vehicles, gas loss, tax gross-up, interest carrying charges (CIAC gross-up), franchise fees, and overhead.

B. **Actual Cost.**

1. After all costs have been determined, Atmos shall submit to Interconnector a final invoice setting forth the actual costs incurred by Atmos (the "Actual Cost"). If the Actual Cost is less than the Advance Payment, Atmos shall refund the difference to Interconnector together with the final invoice. If the Actual cost is greater than the Advance Payment, Interconnector shall pay Atmos the difference within thirty (30) days of Interconnector's receipt of the final invoice.
2. Actual Cost shall include, but not be limited to, the cost of material, supplies, labor (Atmos and contractor), vehicles, gas loss, tax gross-up, interest carrying charges (CIAC gross-up), franchise fees, and overhead.

C. **Monthly Routine Maintenance Payment.**

1. For the performance of Routine Maintenance, as defined in Article VI, Section A below, Atmos shall charge Interconnector an estimated monthly fee of \$_____. The monthly fee may be adjusted annually, upward or downward.

D. **Terms.**

1. If the amount of any invoice is not paid within 30 days, interest on all unpaid amounts will accrue at the rate of 1½% per month, or the highest rate allowed by law, whichever is less, from the date such amount is due Atmos; provided, however, no interest will accrue on unpaid amounts when failure to make payment is the result of a bona fide dispute between the Parties regarding such amounts (and Interconnector timely pays all amounts not in dispute), unless and until it is ultimately determined that Interconnector owes such disputed amounts, whereupon Interconnector will pay Atmos that amount, plus interest computed back to the original payment due date, immediately upon such determination.
2. If Interconnector fails to pay invoices for service within thirty (30) days from the invoice date or otherwise defaults under this Agreement, Atmos may suspend service and deliveries of gas and such suspension will not prevent enforcement by Atmos of any of its legal rights
3. It is further agreed that upon the event that Interconnector fails to pay Atmos any of the monies described in this Agreement within thirty (30) days of the date of Atmos' invoice and the collection of any such amounts is placed in the hands of an attorney for collection, or suit is brought on the same, or same is collected through bankruptcy or probate proceedings, then Interconnector additionally agrees to pay all of Atmos' court costs and attorney's fees, which shall be added to the amounts due to Atmos hereunder.
4. In addition, notwithstanding any other provision in this Agreement, or any other agreement between the Parties to the contrary, in the event that Interconnector fails to pay Atmos any of the monies due to Atmos pursuant to this Agreement within thirty (30) days of the date of Atmos' invoice therefore, in addition to any other rights or remedies available to Atmos, Atmos will have the right to suspend or terminate all performance under this Agreement as hereinafter defined, and suspend or terminate all receipt and/or delivery of gas for or on behalf of Interconnector through the gas facilities constructed under this Agreement until such sums are paid to Atmos.
5. Each Party will have the right at all reasonable times to examine the records of the other Party, or its agent/designee if any, to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to any of the provisions in this Agreement. If any such examination reveals any inaccuracy in a statement, the necessary adjustments to such statement will be made; provided, however, no adjustments for any statement will be made for any inaccuracy claimed unless written notice of such claim for adjustment is furnished to the other Party within six (6) months from the rendition of the statement for which such adjustment is requested.

IV. NOTICES

All notices, requests, demands, statements and payments provided for in this Agreement must be given in writing directed to the Party to whom given, and mailed to or delivered at such Party's address set forth below, and will be deemed properly and sufficiently given when: (i) delivered in person with receipt acknowledged in writing by the receiving Party; (ii) sent by registered or certified mail, return receipt requested, to the address specified below; (iii) received at the electronic mail address, if any, specified below; or (iv) sent by telephonic document transfer to the fax number, if any, specified below:

"Interconnector"

(Notices)

(Invoices)

Attention: Contract Administration
Fax: _____
E-mail - _____

Attention: Accounting Department
Fax: _____
E-mail - _____

“Atmos”

(Notices)
Atmos Energy

Attn: _____
Fax: _____
E-mail – _____

V. LAND RIGHTS

1. Interconnector will procure any easement, lease or other property right for the location of the Measurement Facilities , along with those Tap Facilities not to be located on an existing Atmos easement, lease, or other property right, as well as an all-weather road providing access for Atmos to the Tap Facilities and the Measurement Facilities. Any easement, lease, or other property right that is acquired by Interconnector for the installation, operation, maintenance, and replacement of Tap Facilities, shall be assigned to Atmos including the surface easement or surface lease and right of ingress or egress to Atmos, its assign, or its successors prior to the Tap Facilities’ in-service date. Should the contract be terminated or the Interconnector abandons its facilities or removes them, Atmos shall continue to have the right to have its facilities in place and Interconnector shall wholly assign its easement or surface lease to Atmos.
2. Prior to negotiating or procuring any easement, lease, or other property right (the “Property Rights”) associated with any equipment to be installed, operated, or owned by Atmos hereunder, Interconnector must obtain written approval from Atmos of the format and content of the documents (including a plat of the location of the Property Rights) used to secure the Property Rights (the “Instruments”). No Instrument will deviate from Atmos’ standard templates used to acquire Property Rights with regard to, but not by way of limitation, easement width, access rights, term, multiple-line rights, or above-ground rights, liability and indemnification without the prior written approval of Atmos. Copies of Atmos standard templates will be provided to Interconnector upon request. Licenses or permits will not be acceptable substitutes for the Instruments, except with the prior written approval of Atmos.
3. All pipeline easements, if applicable, will be at least fifty-feet (50’) wide and the measuring station site will be at least one-hundred feet (100’) by one-hundred feet (100’) in size, unless the Parties mutually agree in writing to smaller sizes.

VI. OPERATION AND MAINTENANCE

A. Routine Maintenance

1. Atmos shall perform all of its obligations set forth above. Interconnector will be responsible for all costs associated with the maintenance, repair and replacement costs of the Tap Facilities, telemetry and Measurement Facilities associated therewith.
2. All operations will be performed in accordance with Atmos’ Inspection, Operation and Maintenance Manual and all of the personnel performing covered tasks related to the tap,

measuring station and telemetry associated therewith will be qualified under Atmos' Operator Qualification Program.

3. Any individual maintenance, repair(s) or replacement(s) costing \$5,000.00 or less, and any emergency maintenance, repair(s) or replacement(s) may be made by Atmos within its discretion without approval by Interconnector.
4. If Atmos determines that any necessary maintenance, repair or replacement of equipment, other than an emergency maintenance, repair or replacement, will exceed \$5,000.00, then Atmos will seek to obtain written approval from Interconnector prior to making such maintenance, repair or replacement.
5. In the event Interconnector does not provide Atmos with its timely approval of any repair or replacement of equipment costing in excess of \$5,000.00 deemed necessary by Atmos, in its own reasonable discretion, Atmos may, by notice to Interconnector, suspend the receipt of gas from Interconnector through the Tap Facilities until the Parties mutually agree upon a repair, replacement or other course of action.
6. After Atmos performs any maintenance, repair or replacement of equipment pursuant to the terms of this Article VI, Atmos will forward to Interconnector a statement setting forth the total costs attributable to such maintenance, repair or replacement, and payment will be made by Interconnector to Atmos as provided in Article III.
7. If additional telemetry or telecommunication links must be installed to: (a) establish or maintain safe, prudent or economic operating conditions, or (b) accurately monitor the flow of gas to Atmos at the Tap Facilities, in Atmos sole reasonable opinion, Atmos will install such facilities and Interconnector will reimburse Atmos for the actual cost incurred.
8. If additional equipment is required to ensure consistent delivery of gas meeting Atmos' gas quality specifications as stated in Exhibit "D", Atmos may require Interconnector to purchase and install promptly, at Interconnector's sole cost and expense, additional equipment as may be necessary to meet the gas quality specifications.
9. If, in Atmos' sole opinion: (a) the flow turndown or range on the meter installed at the measuring station is insufficient for accurate measurement on a day-to-day or an hour-to-hour basis; (b) the flow turndown or range on the regulator(s) or control valve(s) installed at the measuring station is insufficient for stable and accurate flow or pressure control; or (c) the existing monitoring and shut-in equipment is not adequate and that additional monitoring equipment and/or automatic shutdown equipment are necessary at the measuring station, Atmos may require Interconnector to purchase and install promptly, at Interconnector's sole cost and expense, additional equipment that meets Atmos' standards for measurement, stability, and control at the measuring station.
10. If, in Atmos' sole opinion, pulsation originating from a compressor, or associated facilities, upstream of the measuring station is responsible for either an intermittent or continuous measurement inaccuracy at the measuring station, Interconnector agrees to remedy such pulsation to Atmos' reasonable satisfaction at Interconnector's sole expense.
11. Interconnector will, at the request of Atmos, assign such permits and regulatory and/or court approvals to Atmos to the extent they apply to facilities or equipment owned by Atmos during or after termination of this Agreement.
12. If after notification to Interconnector by Atmos regarding failure to comply with any of the terms and conditions of this Agreement, Atmos shall have the right to cease taking gas through the Measuring Facilities. Atmos reserves the right to cease taking gas immediately without prior notification if at any time the gas fails to meet the required gas quality specifications. Atmos shall have the right to cease taking gas immediately if at any time the warranty of ownership of such gas is contested.

VII. MISCELLANEOUS

1. As between the Parties, Atmos will act as, and be deemed to be, an independent contractor with respect to the installation of any equipment by Atmos and any other act or omission related to this Agreement. Atmos will have the sole right to control and directly supervise the method, manner and details of the installation of such facilities and Atmos may, in its sole discretion, employ or use

- third parties, including, without limitation, contractors, subcontractors or materials men, to install all or any part of such facilities.
2. As between the Parties, Interconnector will act as, and be deemed to be, an independent contractor with respect to the installation of any equipment by it and any other act or omission related to this Agreement. Interconnector will have the sole right to control and directly supervise the method, manner and details of the installation of such facilities and Interconnector may, in its sole discretion, employ or use third parties, including, without limitation, contractors, subcontractors or materials men, to install all or any part of such facilities.
 3. A waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any provision of this Agreement, will not in any way affect, limit or waive that Party's right to thereafter enforce and compel strict compliance with the same or other provisions of this Agreement.
 4. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, except the obligation to pay monies due hereunder, it is agreed that, on such Party's giving notice concisely describing the cause of such force majeure, in writing or by fax, email, electronic transfer or telecopy, to the other Party within a reasonable time after the occurrence of the cause relied on, the obligations of the Party giving such notice, to the extent they are affected by such force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. The inability, or the failure of a Party perform a duty or obligation under this Agreement due to force majeure may not be the basis of claims for damages sustained by either Party or for breach of contract.
 - a. The term "force majeure" as employed herein shall mean, but not by way of limitation, acts of God, the elements, strikes, lockouts or other labor or industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots, civil disturbances, criminal act, vandalism, terrorism or a terrorist act or acts and epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods and washouts; arrests, orders, directives, restraints and requirements, priority limitation or restraining orders of any government or governmental agencies, whether federal, state, civil or military; accident or obstructions involving a pipeline, machinery or lines of pipe; repairs or outages (shutdowns) of power plant equipment or lines of pipe for inspection, maintenance, change or repair; freezing of lines of pipe; tests, maintenance, or repairs to machinery, equipment, lines of pipe or other facilities; freezing of equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension. Further, it is agreed that that the handling of litigation with third parties of any fact or issue and the settlement of strikes or lockouts will be entirely within the discretion and control of the Party involved, and that the above reasonable dispatch will not require any particular action or the settlement of strikes or lockouts by acceding to the demand of the opposing third party when such course is deemed to be inadvisable or inappropriate in the discretion of the Party involved.
 5. Atmos shall have the right to curtail, interrupt or discontinue service in whole or in part on all or part of its system from time to time. This may be in order to perform repair, maintenance, replacement or miscellaneous construction on the system as necessary to maintain operational capability or comply with applicable governmental regulations or for other reasons as deemed necessary by Atmos and shall not be liable to INTERCONNECTOR in any manner due to any such curtailment, interruption or discontinuance of service. ATMOS shall exercise due diligence to schedule such activities so as to minimize interruptions or disruption of services and shall provide reasonable advance notice of same.
 6. Nothing in this Agreement will create, or be construed as creating; any express or implied rights in any person or entity other than Atmos and Interconnector.
 7. The term of this Agreement will be for a primary term of __ years beginning _____ and having a termination date of _____, and then year to year thereafter, until cancelled by either Party giving written notice at least 90 days prior to the end of the primary term or any year

- thereafter. Within one year after the termination of this Agreement, Interconnector will have the right, upon at least 30 days prior written notice to Atmos, to remove its measuring station, but will continue to indemnify Atmos pursuant to the provisions of this Agreement for Interconnector's activities prior to and during such removal. Notwithstanding any provision of this Agreement to the contrary, all obligations and duties of Atmos under this Agreement will be suspended until and commence after: (a) Atmos receives two (2) originals of the form of this Agreement; (b) Atmos receives the Advance Payment from Seller described in Article III; and (c) Atmos executes the two (2) originals of the form of this Agreement that have been fully executed by INTERCONNECTOR
8. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, NOTWITHSTANDING ANY CONFLICT OF LAW PRINCIPLES THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. This Agreement is made, and is performable, in _____ County (Parish), _____. This Agreement is subject to all applicable state and federal laws, and all orders, directives, rules and regulations of any governmental body, official or agency having jurisdiction.
 9. The Parties agree that the rates and terms of this Agreement have been reached through arms length negotiations and that neither Party had an unfair advantage during the negotiations thereof.
 10. EXCEPT IN REGARD TO DAMAGES TO THIRD PARTIES FOR WHICH ONE PARTY MAY BE INDEMNIFIED BY THE OTHER PARTY, IN THE EVENT ONE PARTY IS LIABLE TO THE OTHER PARTY DUE TO ANYTHING RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE OR STRICT LIABILITY.), THE AMOUNT OF DAMAGES RECOVERABLE WILL NOT INCLUDE ANY AMOUNT FOR SPECIAL, CONTINUING, EXEMPLARY, PRESUMPTIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (WHICH TERMS SHALL INCLUDE LOST PROFITS, LOST INCOME AND LOST SAVINGS), OR FOR ANY AMOUNT RELATED TO CLAIMS AGAINST THE ONE PARTY BY ANY THIRD PARTY OR PARTIES, EXCEPT THOSE DAMAGES TO A THIRD PARTY OR PARTIES FOR WHICH THE ONE PARTY MAY BE INDEMNIFIED BY THE OTHER PARTY, AS PROVIDED FOR IN THIS AGREEMENT.
 11. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that Interconnector may not assign any of its rights or obligations under this Agreement without the express, written consent of ATMOS, which consent will not be unreasonably withheld. No assignment will relieve the assigning Party of any of its duties or obligations under this Agreement.
 12. Except as required by law, regulation, or order of government authority (including, but not limited to, any filings required by the Securities and Exchange Commission in the normal conduct of either party's business), order of a court or arbitrator(s), or upon written consent of the other party, each party and its respective agents, employees, affiliates, officers, directors, and attorneys, auditors and other representatives shall keep and maintain this agreement and the terms or provisions thereof in strict confidence, and shall not transmit, reveal, disclose or otherwise communicate any of the terms and provisions of this agreement to any person without first obtaining the consent of the other party, which consent shall not be unreasonably withheld. This section shall not apply to any required reporting by Atmos or Interconnector pursuant to orders or regulations of any regulatory authority with proper jurisdiction.
 13. This Agreement constitutes the entire agreement between the Parties covering the subject matter hereof, and there are no agreements, modifications, conditions or understandings, written or oral, express or implied, pertaining to the subject matter hereof that are not contained herein.
 14. Each and every term or obligation in this Agreement is separate and independent from every other term or obligation, and the breach of any term or obligation will in no way or manner discharge or relieve the performance of any other term or obligation. Each and all of the rights and remedies given to either Party by this Agreement, or by law or in equity, are cumulative, and the exercise of any such right or remedy by either Party will not impair such Party's right to exercise any other right or remedy available to such Party, under this Agreement, or by law or in equity.
 15. If any provision of this Agreement is held invalid by any court or regulatory authority, then such provision will be deemed severable and the remainder of this Agreement will continue in full force and effect.

16. Notwithstanding any other provision of this Agreement or any other agreement of the Parties, any and all electronic versions of this Agreement and any amendments thereto shall be considered to be drafts and the only effective version of this Agreement or any amendment hereto shall be a written, hard copy executed by both Parties.
17. This Agreement is not an agreement to transport, buy or sell gas. Any transportation, sale or purchase of gas through the Measurement Facilities described in, upgraded, installed or constructed under this Agreement will be performed under the terms and conditions of one or more separate written agreements. No sale, purchase, receipt, delivery or transportation of gas will be performed under the terms of this Agreement. Further, the Parties agree that this Agreement does not waive any gas quality specifications in any agreement.

VIII. INDEMNITY

Notwithstanding any other provision in this Agreement, each Party ("Indemnifying Party") agrees to protect, defend, indemnify and hold the other Party ("Indemnified Party"), its directors, officers, employees, attorneys-in-fact, agents, partners and affiliated companies, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and attorney's fees incurred by the Indemnified Party, its directors, officers, employees, attorneys-in-fact, agents, partners and affiliated companies, in defense of same arising in favor of any governmental agencies, third parties, contractors or subcontractors, on account of taxes claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character occurring or in any way incident to, in connection with, or arising out of the Indemnifying Party's or its contractor's or subcontractor's negligence, gross negligence or willful misconduct solely related to activities performed under this agreement, except to the extent that any such liability, loss, claim, damage, cost or expense is caused by the actions, omissions, negligence, gross negligence, willful misconduct, fault or breach of the other Party. This Section will survive the termination of this Agreement.

ACCEPTED AND AGREED TO THIS
DAY OF _____, 20__.

ACCEPTED AND AGREED TO THIS
DAY OF _____, 20__.

[Interconnector]

ATMOS ENERGY CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

(i) a _____" orifice meter; (ii) a _____" ultrasonic meter; (iii) a control valve, with control valve panel; (iv) overpressure protection with automatic shut-in valve; (v) a check valve, (vi) an electronic flow measurement device, and appurtenances with a communication interface (collectively, the "EFM"); (vii) an ATMOS approved gas chromatograph ("GC") with appropriate shut-in capabilities; (viii) a hydrogen sulphide ("H₂S") monitor(s), with an automatic shut-in valve (with the capability to shut off and prevent the flow of any gas that does not meet the Applicable Gas Quality Specifications into ATMOS' facilities), related tubing, manifolds and hand valves, that will constantly monitor all gas that flows into ATMOS' facilities, as well as electric power for the H₂S monitor, instrumentation and tubing; (ix) an odorizer and appropriately sized odorant tank (together the "Odorizer"); (x) a moisture monitor with an automatic shut-in valve; (xi) a drip pot with level switch and appropriate liquids monitoring and shut-in equipment; (capable of preventing the flow of gas into ATMOS' facilities that does not meet the Applicable Gas Quality Specifications); (xii) an equipped telemetry building, and all related instrumentation and tubing not provided by ATMOS under Section 2; (xiii) oxygen monitor with automatic shut-in valve; and (xiv) electric power and telephone service for the operation of the facilities described above

EXHIBIT "B"

Drawings

3rd Party Receipt into an Atmos Distribution Line -- drawing number PD 11985 sheets 1 through 5

- Sheet 1 of 5 – Piping and Instrumentation Diagram
- Sheet 2 of 5 – Standard P & ID Legend
- Sheet 3 of 5 – Typical 2" Measuring Station Lot Layout
- Sheet 4 of 5 - Plans, Sections and Details
- Sheet 5 of 5 – 2" Regulator and Meter Spools

EXHIBIT "C"

To that Certain Interconnect Agreement dated _____, 2008, BETWEEN Atmos _____, a division of Atmos Energy Corporation and _____

_____’s **USER ID and PASSWORD to ATMOS’ INTERNET WEB SITE**

Internet Web Address:

<https://www.atmosenergy.com/cs/interconnect/index.html>

User IED: _____ **

Password: _____ **

**** The above ID and Password are valid until _____.**

EXHIBIT "D"

Gas Quality Specifications

The gas to be delivered hereunder by Seller at the Point of Delivery shall comply at all times with the following quality specifications:

Heating Value: The gas shall have a total (gross) heating value of not less than nine hundred fifty (950) Btu's per cubic foot and not more than one thousand one hundred (1,100) Btu's per cubic foot, each being expressed on a "dry basis" at 14.65 psi.

Hydrogen Sulfide: The hydrogen sulfide content shall not exceed one-quarter (1/4) grain per one hundred (100) cubic feet of gas.

Mercaptans: The mercaptan sulphur content shall not exceed one (1) grain per one hundred (100) cubic feet of gas.

Total Sulphur: The total sulphur content, including hydrogen sulfide and mercaptans, shall not exceed twenty (20) grains per one hundred (100) cubic feet of gas.

Total Non-Hydrocarbon Gas: The total of all non-hydrocarbon gases shall not exceed 4.0%.

Carbon Dioxide: The carbon dioxide content shall not exceed three percent (3%) by volume.

Oxygen: The oxygen content shall not exceed one-tenth of one percent (0.1 of 1%) by volume, and Seller shall make every reasonable effort to maintain the gas totally free from oxygen.

Nitrogen & Helium: The combined nitrogen and helium content shall not exceed three percent (3%) by volume.

Other: The gas shall contain no carbon monoxide, halogens or unsaturated hydrocarbons and no more than 0.04% of hydrogen.

Liquids: The gas shall be free from water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered and, further provided, the gas shall not contain any hydrocarbons which may condense to liquid state under normal pipeline operating conditions and shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet of gas.

Freedom From Objectionable Matter: The gas shall be commercially free from PCB's, objectionable odors, sand, dust, gums or other solid, liquid or gaseous matters including any additives or diluents which may be injurious to conventional pipeline materials or which may otherwise interfere with the transmission, distribution or commercial utilization of said gas.

Temperature: The gas shall not be at a temperature of less than forty degrees (40°) Fahrenheit nor more than one hundred twenty degrees (120°) Fahrenheit.

Negative Pressure: The gas shall not be produced at or encounter before delivery a pressure of less than atmospheric pressure.

Heavier Hydrocarbons: The heavier hydrocarbon content shall not exceed 0.05 gallons/Mcf of C₆ and heavier hydrocarbons.

Hydrocarbons Dewpoint: The hydrocarbon dewpoint shall not exceed 5° F at delivery pressures or lower. Note that maximum hydrocarbon dew point may be lower if downstream delivery contracts include lower maximum hydrocarbon dew point requirements.

Bacteria: The gas shall be free of bacteria.

Radon Gas: The Gamma radiation in the gas shall not exceed 50 microrentgens/hr.

Lead: The Lead 210 content shall not exceed 30 PCi/gram.

Other Heavy Metals: All other heavy metals shall not exceed 150 Pi/gram. Arsenic, Mercury, Silver, Barium, Cadmium, Chromium and Selenium shall be less than 5 mg/Liter.

All gas shall be free from objectionable odors, PCB's, dust, hydrocarbon liquids, water or other solid or liquid matters, any microbiological organism, gum, gum-causing constituents, active bacteria or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB).