


Rev. 10/25/2004

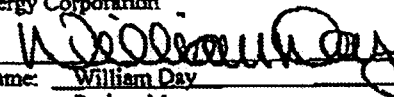
**GAS MAIN EXTENSION CONTRACT
COMMERCIAL FORM (NON-REFUNDABLE)**

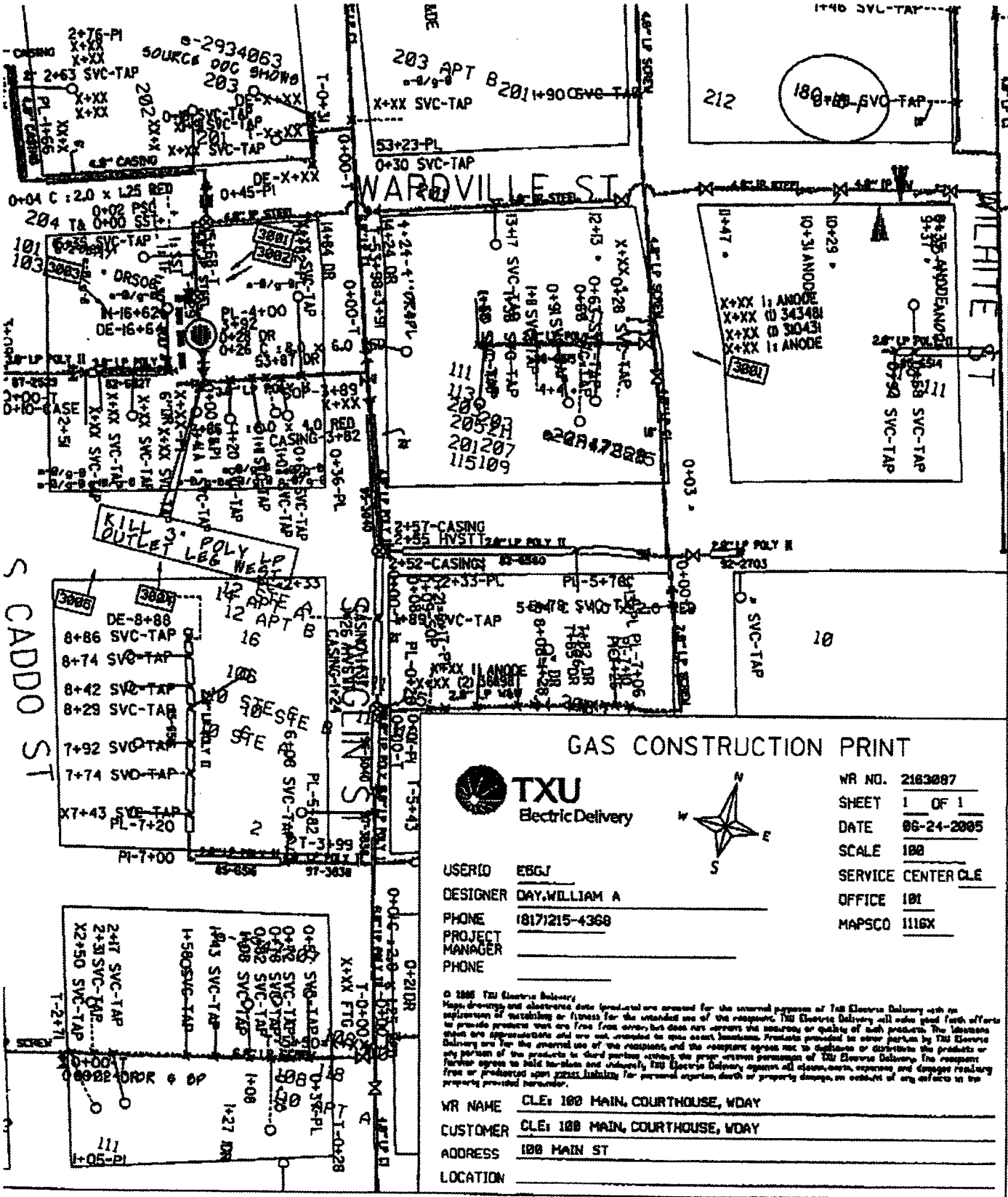
WR No. 2163087

Atmos Energy Corporation, ("Company") and _____ ("Applicant"), whose address is _____, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will extend its gas mains approximately 80 feet from Reg. Station along Easement North of E. Henderson, in Cleburne, Texas (the "Project"). The approximate route of the Project is shown on Exhibit "A," attached and made a part hereof.
2. Upon execution of this Contract Applicant will pay to Company \$31,750.67 compensation for the Project, without any right to credits or refunds, except as otherwise provided herein.
3. Company's obligation to construct the Project is subject to applicable laws, rules and regulations of governmental authorities and to any delay occasioned by force majeure or events or conditions of whatever nature, which are reasonably beyond Company's control. Applicant understands that Company will not be obligated or required to construct the Project prior to the construction of projects covered by contracts and authorizations that were entered into by Company prior to the date of execution of this Contract (the "Effective Date"), the construction of projects required to be constructed by the provisions of Company's franchise or construction or repair required to maintain existing service. Applicant will satisfy all of the conditions of this Contract and provide Company with access to the Project site within 30 days from the Effective Date, or Company may, at its option, cancel this Contract and return Applicant's payment without interest. Thereafter, neither party will have any obligation hereunder.
4. Unless the Project is to be located entirely within public rights-of-way under or adjacent to existing streets or alleys, Company will not be obligated to commence construction of the Project, or after it has commenced, to continue construction of the Project in areas outside of existing public rights-of-way, unless and until: i) Applicant has caused the rights-of-way for the Project to be clearly staked on the ground, cleared of all surface obstructions of any kind and either reduced to final grade or staked with reference grade stakes (in which case, Applicant will provide Company with complete cut and fill plans) and; ii) all necessary rights-of-way have been furnished to Company free of charge through easements on the Company's standard form, utility easements or public rights-of-way that will be dedicated upon final platting of the Project. Applicant and Company will coordinate the trenching activity related to the Project with the installation of other underground utility systems. Applicant will be responsible for any landscape restoration work required after Company has completed the Project.
5. If any pavement, sidewalk or other obstruction is constructed along or across the route of the Project subsequent to the date of the survey on which costs incurred hereunder are based, and such obstruction will result in an increase in cost to Company in the construction of the Project, then Company may, at its option, cancel this Contract, and return Applicant's cash deposit without interest. Thereafter, neither party will have any obligation hereunder.
6. Company may terminate this Agreement at any time if, in Company's sole discretion, it determines that the Project is no longer economically or technologically feasible. If Company so terminates the Agreement, Company will return Applicant's payment, less any amounts expended by Company for the Project, and thereafter, neither party will have any further obligations hereunder.
7. Title to the Project, including appurtenances, connections thereto and extensions thereof, and including the right to use, operate and maintain the same, will forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.
8. Applicant will be responsible for any additional construction costs incurred by Company because of Applicant's failure to perform any of the obligations required of Applicant under this Contract.
9. **THIS CONTRACT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS.**
10. This Contract constitutes the final expression of agreement between the parties and parol or extrinsic evidence is inadmissible to explain, vary or contradict the express terms of this Contract.

By: 
 Printed Name: Roger Harmon
 Title: Johnson County Judge
 Date: 9-12-05

Atmos Energy Corporation
 By: 
 Printed Name: William Day
 Title: Project Manager
 Date: 08-12-05



GAS CONSTRUCTION PRINT



TXU
Electric Delivery



WR NO. 2183087
 SHEET 1 OF 1
 DATE 06-24-2005
 SCALE 100
 SERVICE CENTER CLE
 OFFICE 101
 MAPSCO 1118X

USERID EBGJ
 DESIGNER DAY,WILLIAM A
 PHONE 1817215-4368
 PROJECT MANAGER _____
 PHONE _____

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WR NAME CLE: 100 MAIN, COURTHOUSE, WDAY
 CUSTOMER CLE: 100 MAIN, COURTHOUSE, WDAY
 ADDRESS 100 MAIN ST
 LOCATION _____

