

## RELOCATION AGREEMENT

Atmos Energy Corporation, ("Company") and Town Of Addison ("Applicant"), whose address is 16801 Westgrove Drive, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will Install 700 feet of 2 inch IP Poly gas main and abandon 600 feet of 2 inch IP Poly gas main to accommodate Town Of Addison Airport Improvement Project.
2. Upon execution of this Agreement, Applicant will deposit with Company \$57,328.57 . Within 90 days after the completion of the Project, Company will forward a statement to Applicant setting forth the total of the actual costs incurred by Company for the Project. If said actual costs are in excess of said Estimate, then Applicant will, within 15 days after receipt of such statement, reimburse Company for all such additional costs. If the statement establishes that the actual costs for the Project were less than the Estimate, then Company will, together with the statement, refund to Applicant the difference between the actual costs for the Project and the Estimate.
3. If easements are required, Applicant will provide Company two executed and notarized originals of the easement. Applicant will provide Easement exhibits in the form of a certified (Texas Registered Professional Land Surveyor) plat and metes/bounds description of the new easement. In addition, Applicant agrees to provide Company necessary temporary working easement and access to easement in order to design & construct Project.
2. Company's obligation to undertake 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 undertake 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 Agreement by Company (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.
3. Applicant will be responsible for any landscape restoration work required after Company has completed the Project, unless specifically stated in the project scope. Applicant agrees to hold Company harmless from any and all claims, demands, or judgments by other parties as a result of such restoration.
4. 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.
5. Applicant will be responsible for any additional costs incurred by Company because of Applicant's failure to perform any of the obligations required of Applicant under this Agreement.
6. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS.

7. In no event will any Party be liable to any other Party or any third party for any incidental, special, indirect, consequential, punitive, or exemplary damages that might occur as a result of, relating to, or arising out of the Party's obligations under this Letter Agreement.
8. This Agreement 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 Agreement.

If the foregoing terms are acceptable to Applicant, please indicate by signing two (2) copies of this Relocation Agreement in the spaces provided below and return both to this office for execution by Atmos Energy. It is understood and agreed that this Relocation Agreement is conditioned on the approval of Atmos Energy's management as evidenced by Atmos Energy's execution in the space provided below. Following Atmos Energy's execution, one (1) fully executed original of this Letter Agreement will be returned for your file.

Town Of Addison

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Atmos Energy Corporation

By:  \_\_\_\_\_  
 Printed Name: Richard Johnson  
 Title: Project Manager  
 Date: 05-30-2014