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OVERNIGHT DELIVERY

May 2, 2011

Jeff R. Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
PO Box 615
Frankfort, Kentucky 40602

RECEIVED

MAY 03 2011

PUBLIC SERVICE
COMMISSION

RE: **Atmos Energy Corporation – Application for a Deviation from
Pricing Requirements of KRS 278.2207
Case No. 2011-00077**

Dear Mr. Derouen:

I am enclosing herewith, an original, plus ten (10) copies, of a Transaction Confirmation which should have been attached as part of Exhibit A to the Application previously filed in this proceeding. This was brought to my attention by Virginia Greg and I am copying her with this letter. I would appreciate it if the enclosed could be attached as part of Exhibit A to the original Application. Thanks.

Very truly yours,



Mark R. Hutchinson

c: Virginia Greg



TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY



Date: August 10, 2007

Transaction Confirmation #:

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated November 1, 2007. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER: Atmos Energy Marketing, LLC 313 Frederica Street Owensboro, KY Attn: Jill Kittinger Email: Jill.Kittinger@atmosenergy.com Phone: (270) 686-8147 Fax: (270) 684-8418 Base Contract No. Transporter: Texas Gas Transmission ("TGT") Transporter Contract Number:

BUYER: City of Livermore, Kentucky 105 West Third Street Livermore, KY 42352 Attn: Stacy Maddox Email: livermorecty@bellsouth.net Phone: (270) 278-2113 Fax: (270) 278-9092 Base Contract No. Transporter: Transporter Contract Number:

Contract Price: NYMEX Last Day settle for month of flow, plus fuel, plus all Texas Gas Transportation charges (SGT)

Delivery Period: Begin: November 1, 2007 End: October 31, 2008

Performance Obligation and Contract Quantity: Firm (MMBtus/month):

Table with 3 columns: Start Date, End Date, Quantity. Rows include Nov 1, 07 to Oct 31, 08. Includes handwritten note '6165' next to Feb 1, 08 row.

Delivery Point(s): Livermore, TGT Meter-1502 (If a pooling point is used, list a specific geographic and pipeline location):

Special Conditions:

- 1) At the expiration of the Delivery Period, this Transaction Confirmation and the Delivery Period shall automatically extend for successive one (1) year periods unless terminated by either party upon written notice to the other party not less than ninety (90) Days prior to the end of the Initial Delivery Period or any one (1) year extension thereof.
2) Buyer has the option to lock-in the price for specified quantities, not to exceed the Contract Quantity, at a mutually agreeable spot market price however if the Buyer chooses not to trigger a fixed price the price shall be the Contract Price as set forth in the Transaction Confirmation.
3) Unused portion of Fixed Price Gas shall be bought back by Seller at Nymex settle for month of the flow/Delivery Period.
4) Quantities greater than the First of the Month shall be priced at Nymex settle for the month of flow plus fuel, (according to then

current Texas Gas Transmission tariff fuel rates) , plus all Texas Gas Transmission transport charges. Seller shall receive and pay Buyer's Texas Gas Transmission's invoice and re-invoice Buyer for such charges.

6) The Contract Quantity may be revised on a month-to-month basis to match Buyer's forecasted planned usage. Revisions to Contract Quantities must be made at least five (5) days prior to the NYMEX Futures expiration. If revisions are made to the Contract Quantity as set forth above, the revised quantity shall become the Contract Quantity hereunder at no cost provided there are no Fixed Price Contracts to be liquidated with changing the Contract Quantity.

7) Sollar will pay to Buyer \$200.00 per Month for use of Buyers TGT/SGT Storage Quantity for the Delivery Period.

Seller: Atmos Energy Marketing, LLC

By: _____

Title: Sr. Vice President

Date: _____

Buyer: City of Livermore, Kentucky

By: William P. Thomas

Title: Mayor

Date: 8/29/07