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**UNITED PARCEL SERVICE
OVERNIGHT DELIVERY**

October 5, 2006

RECEIVED

OCT 09 2006

**PUBLIC SERVICE
COMMISSION**

Beth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602

RE: Application of Atmos Energy Corporation for an Order
Authorizing the Implementation of a \$600,000,000 Five Year
Revolving Credit Facility
Case No. 2006-00425

Dear Ms. O'Donnell:

I enclose herewith an original, plus eleven (11) copies, of a Supplemental Application of Atmos Energy Corporation for an Order Authorizing the Implementation of a \$600,000,000 Five Year Revolving Credit Facility. Please return one file stamped copy of the Application to me. Thanks.

Very truly yours,

Mark R. Hutchinson

Mark R. Hutchinson

(BR)

MRH:bkk

Enclosures

BEFORE THE

RECEIVED

PUBLIC SERVICE COMMISSION OF KENTUCKY

**PUBLIC SERVICE
COMMISSION**

CASE NO. 2006-00425

IN THE MATTER OF THE APPLICATION)
OF ATMOS ENERGY CORPORATION)
FOR AN ORDER AUTHORIZING THE)
IMPLEMENTATION OF A \$600,000,000)
FIVE-YEAR REVOLVING CREDIT)
FACILITY)

SUPPLEMENTAL APPLICATION

1. On September 27, 2006, Atmos Energy Corporation ("Applicant" or "Atmos"), filed an Application for an Order authorizing the implementation of a five-year \$600,000,000 revolving credit facility ("Credit Facility"). The Credit Facility will replace the \$600 Million revolving credit facility dated October 18, 2005 and approved by the Commission in Case No. 2005-00287.

2. The Applicant files this Supplemental Application for the purpose of clarifying certain statements in the original application, as well as supplementing the application with the information set forth below.

3. The Credit Facility will be used primarily to fund Atmos' day to day acquisition of natural gas. In addition, and depending upon market conditions, a small portion of the proceeds from the Credit Facility may also be used for general corporate purposes, including improvements of facilities and services, as well as repayment of short term debts. Due to the revolving nature of the Credit Facility, it is not possible to state precisely the amount that will be spent for each type of use. However, as stated above, the proceeds of the Credit Facility will be used primarily (estimated to be as much as 90%) for normal gas acquisitions.

4. Pursuant to the provisions of 807KAR 5:001 Section 11(2), (b), a copy of the only outstanding mortgage of the Applicant is attached hereto and incorporated herein by reference.

5. Pursuant to the provisions of 807KAR 5:001 Section 6(4), and as reflected by the attached mortgage:

- (i) The date of the mortgage is October 1, 1987;
- (ii) The name of the mortgagor is United Cities Gas Company (now Atmos Energy Corporation);
- (iii) The name of the original mortgagee is Continental Illinois National Bank and Trust Company of Chicago;
- (iv) The amount of indebtedness authorized by the mortgage is \$ 25,000,000;
- (v) The amount of indebtedness actually secured is \$ 8,750,000 (as of June 30, 2006); and,
- (vi) The mortgage's sinking fund provisions are contained in Section 2.04 of the attached mortgage.

6. Pursuant to 807 KAR 5:001 Section 6 (7) there are no assumptions of indebtedness by any outside party. All other information required by this regulation is set forth in the financial exhibit attached to the original application filed herein.

WHEREFORE, Atmos respectfully requests the Commission to accept the filing of this supplemental application and to grant the relief prayed for in the original application.

Respectfully submitted on this 5th day of October , 2006.

Douglas C. Walther
Senior Attorney
Atmos Energy Corporation
P.O. Box 650205
Dallas, Texas 75265-0205

Mark R. Hutchinson
611 Frederica Street
Owensboro, Kentucky 42301

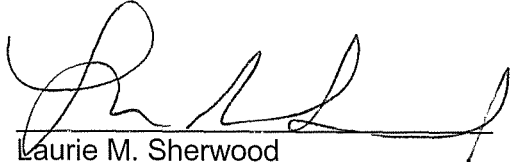
COUNSEL FOR ATMOS ENERGY CORPORATION

By: 
MARK R. HUTCHINSON


VERIFICATION

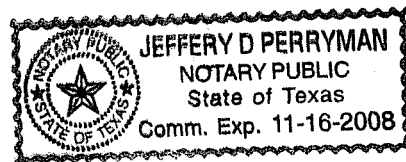
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, being under oath, says that she is the Vice President and Treasurer of Atmos Energy Corporation, the Applicant named in the above and foregoing Application, that she has read said Application, knows the contents thereof and that the same is true to the best of his personal knowledge, information and belief.


Laurie M. Sherwood
Vice President and Treasurer
Atmos Energy Corporation

Subscribed and sworn to before me this 4th day of October, 2006, by Laurie M. Sherwood, as Vice President and Treasurer of Atmos Energy Corporation, on behalf of the said corporation.


Notary Public, State of Texas



Fifteenth Supplemental Indenture

Dated as of October 1, 1987

UNITED CITIES GAS COMPANY

to

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

and

M. J. KRUGER
TRUSTEES

Supplementing Indenture of Mortgage

Dated as of July 15, 1959

and

Creating First Mortgage Bonds, Series P,
10.43%, Due November 1, 2017

THIS FIFTEENTH SUPPLEMENTAL INDENTURE, dated as of October 1, 1987, made by and between **UNITED CITIES GAS COMPANY**, a corporation organized under the laws of the State of Illinois and the Commonwealth of Virginia (hereinafter called the "Company"), whose address is 5300 Maryland Way, Brentwood, Tennessee 37027, party of the first part, and **CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association having its office at 30 North LaSalle Street, Chicago, Illinois 60697 (hereinafter called the "Trustee"), and **M. J. KRUGER**, residing in the City of Chicago, Illinois (the Trustee and M. J. Kruger being hereinafter collectively referred to as the "Trustees"), parties of the second part.

RECITALS:

The background of this Fifteenth Supplemental Indenture is:

A. The Company heretofore executed and delivered to City National Bank and Trust Company of Chicago and R. Emmett Hanley, as Trustees, its Indenture of Mortgage dated as of July 15, 1959 (hereinafter sometimes referred to as the "Original Indenture"), providing for the issuance thereunder from time to time of First Mortgage Bonds of the Company, issuable in one or more series, and wherein and whereby the Company did grant, convey, mortgage, warrant to, the said Trustees, and each of them, and their respective successors and assigns, and create a security interest in, certain property of the Company in said Original Indenture more particularly described for the security of all First Mortgage Bonds issued and to be issued thereunder.

B. On September 1, 1961, City National Bank and Trust Company of Chicago was merged with Continental Illinois National Bank and Trust Company of Chicago, a national banking association, which thereupon became corporate trustee under the Indenture as provided therein, and on October 15, 1966, Ray F. Myers became individual trustee under the Indenture as successor to R. Emmett Hanley, resigned, and on March 15, 1981, M. J. Kruger became individual trustee under the Indenture as successor to Ray F. Myers, resigned.

C. The Company has heretofore executed and delivered fourteen supplemental indentures to the Original Indenture, designated as First through Fourteenth (the Original Indenture and all supplemental indentures, including this Fifteenth Supplemental Indenture, being herein called the "Indenture"), for the purpose of subjecting to the lien of the Indenture certain additional property heretofore and hereafter acquired by the Company, creating additional series of First Mortgage Bonds, and amending and supplementing the Indenture in certain respects.

D. There have been issued under the Indenture various series of First Mortgage Bonds designated as Series A through O, inclusive, of which \$37,578,866 in aggregate principal amount are outstanding as of September 30, 1987. The Series A bonds have been retired.

E. The Company desires to create a new series of bonds to be issued under and secured by the Indenture to be designated as "First Mortgage Bonds, Series P, 10.43%, due November 1, 2017", to be limited to \$25,000,000 in aggregate principal amount.

F. The Company also desires to subject to the lien of the Indenture certain additional property which is not of the type reserved and excepted from the lien of the Original Indenture.

G. All things necessary to make the Series P bonds, when duly executed by the Company and certified and delivered by the Trustee and issued, valid, binding and legal obligations of the Company entitled to the benefit and security of the Indenture, and to make this Fifteenth Supplemental Indenture a valid and binding instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the issue of Series P bonds, as herein provided, has been in all respects duly authorized.

Now, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustees at or before the ensembling and delivery hereof and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants to and with the Trustees and their successors in the trusts under the Indenture, for the equal and pro rata benefit of all present and future holders of all bonds issued and to be issued under the Indenture, and of the coupons, if any, thereto appertaining, without any preference, priority or distinction whatsoever, as follows:

ARTICLE I

MORTGAGE OF ADDITIONAL PROPERTY

SECTION 1.01. The Company in order better to secure the principal of and interest (and premium, if any) on all of the bonds of the Company at any time outstanding under the Indenture according to their tenor and effect and the performance of and compliance with the covenants and conditions in the Indenture contained, has heretofore irrevocably granted, conveyed, mortgaged, warranted, and granted a security interest to, the Trustees, and by these presents does hereby irrevocably grant, convey, mortgage, warrant to, the Trustees and each of them, and to their successors in said trust forever, and grant a security interest in, the property described as follows:

I. All lands and rights and interests therein (including fixtures), both fee and leasehold, now owned or hereafter acquired by the Company, including, without limitation, those more specifically described in Schedule A hereto;

II. All gas distribution systems, pipelines, plants, buildings, machinery and equipment now owned or hereafter acquired by the Company, including without limitation, those more specifically described in Schedule A hereto and all improvements now owned or hereafter acquired by the Company;

III. All rights appertaining to any and all the foregoing property, and all gas purchase contracts and other contracts, rights and franchises, including without limitation, those more specifically described in Schedule A hereto, and all leases, indeterminate permits, certificates of convenience and necessity, rights of way, easements, privileges, tenements, appurtenances, licenses and permits used by or useful to the Company in the operation of its business, whether now owned or hereafter acquired, and, subject to the provisions of Section 7.01 of the Original Indenture, all income and earnings arising out of the mortgaged property, including rents, issues and profit arising during any period of redemption and prior to the execution of an absolute deed pursuant to a foreclosure or other proceedings to enforce the lien of the Indenture; and

IV. All property, real, personal and mixed, whether or not hereinabove or in Schedule A specifically described, which the Company now owns and all such property which it may hereafter acquire.

SUBJECT to such liens and encumbrances as are of the character specified in Section 3.09 of the Original Indenture;

BUT SPECIFICALLY RESERVING AND EXCEPTING from the foregoing grant:

- A. All cash, notes, bills and accounts receivable not specifically pledged under the Indenture;
- B. All stocks, bonds and securities not specifically pledged under the Indenture;
- C. All merchandise held for resale and consumable materials and supplies;
- D. The last day of the term of each leasehold estate;
- E. All automotive equipment; and
- F. All inventory of pipe, meters and equipment.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged and conveyed by the Company, as aforesaid, or intended so to be, unto the Trustees and their successors forever; subject, however, to the exclusions, encumbrances, reservations, covenants, conditions, uses and trusts set forth in the Original Indenture.

IN TRUST, NEVERTHELESS, for the same purposes and upon the same conditions as are set forth in the Original Indenture, without preference or priority of any series of bonds or of any bonds within a series over any of the other bonds by reason of priority of time of maturity or of the negotiation thereof or otherwise.

ARTICLE 2
SERIES P BONDS

SECTION 2.01. *Creation of Series P Bonds.* There is hereby created for issuance under the Indenture a series of bonds, limited to the aggregate principal amount of \$25,000,000, to be designated as "First Mortgage Bonds, Series P, 10.43%, Due November 1, 2017" (herein called "Series P bonds"). The Series P bonds shall, subject to the provisions of Section 1.13 of the Original Indenture, be dated as of, and shall bear interest from the date of authentication and delivery, shall mature November 1, 2017, and shall bear interest at the rate of 10.43% payable semi-annually on May 1 and November 1 in each year until the principal thereof shall have become due and payable and shall bear interest on any overdue principal and (to the extent permitted by law) on any overdue installment of interest, at the rate of 11.43% per annum, the interest on each Series P bond to be payable at the principal office of the Trustee in Chicago, Illinois, or, at the option of the person entitled thereto, in accordance with the instructions of such person submitted in writing to the Company and the Trustee.

SECTION 2.02. *Form of Series P Bonds.* The Series P bonds shall be issued only as fully registered bonds without coupons, in denominations of \$100,000 and multiples thereof, to the extent practicable, substantially in the form set forth in Exhibit A hereto, with appropriate insertions, omissions and changes, approved by the President of the Company and the Trustee, as may be appropriate to reflect the terms of such bonds.

SECTION 2.03. *Redemption of Series P Bonds.* The Series P bonds shall be subject to redemption only as hereinafter provided:

(a) The Series P bonds are required to be redeemed on each Series P sinking fund payment date through application of cash deposited with the Trustee for the sinking fund for the Series P bonds provided for in Section 2.04 hereof, together with interest accrued thereon to the date fixed for redemption.

(b) At the option of the Company at any time on or after November 1, 2007, the Series P bonds may be redeemed at the following redemption prices (expressed as a percentage of the principal amount to be redeemed) together with interest accrued thereon to the date of redemption:

<u>If Redeemed During the 12 months Ending November 1</u>	<u>Redemption Price</u>
2008	103.24%
2009	102.88
2010	102.52
2011	102.16
2012	101.80
2013	101.44
2014	101.08
2015	100.72
2016	100.36
2017	100.00

(c) The Series P bonds may be redeemed by application of cash deposited with the Trustee in accordance with the provisions of Section 3.14 or 7.05 of the Original Indenture at the following redemption prices (expressed as a percentage of the principal amount to be redeemed) together with interest accrued thereon to the date of redemption:

<u>If Redeemed During the 12 months Ending November 1</u>	<u>Redemption Price</u>
1988	110.43%
1989	110.07
1990	109.71
1991	109.35
1992	108.99
1993	108.63
1994	108.27
1995	107.91
1996	107.55
1997	107.19
1998	106.83
1999	106.47
2000	106.11
2001	105.75
2002	105.39
2003	105.04
2004	104.68
2005	104.32
2006	103.96
2007	103.60
2008	103.24
2009	102.88
2010	102.52
2011	102.16
2012	101.80
2013	101.44
2014	101.08
2015	100.72
2016	100.36
2017	100.00

SECTION 2.04. *Series P Bond Sinking Fund.* (a) So long as any Series P bonds shall remain outstanding, the Company shall deposit with the Trustee as and for a sinking fund for the retirement of Series P bonds cash in the amount of \$1,250,000 on November 1 of each of the years 1998 through 2017, inclusive (each such date being herein called a "Series P sinking fund payment date").

(b) The Company may at its option increase the amount deposited in the Series P bond sinking fund on any Series P sinking fund payment date by an additional amount not exceeding the amount the Company is required to deposit on such Series P sinking fund payment date; provided, however, the aggregate principal amount of Series P bonds redeemed pursuant to this paragraph (b) shall not over the life of the Series P Bonds exceed \$6,250,000. The right of the Company to increase a sinking fund deposit on any Series P sinking fund payment date shall be noncumulative. All deposits made by the Company under this paragraph (b) shall be in units of \$100,000 or an integral multiple in excess thereof.

(c) The aggregate principal amount of Series P bonds redeemed pursuant to the foregoing paragraph (b) of this Section 2.04 shall be credited against the amount which the Company is required to deposit in the Series P bond sinking fund on each Series P sinking fund payment date in the inverse chronological order of such sinking fund dates.

SECTION 2.05. *Issuance of Series P Bonds.* Upon the execution and delivery of this Fifteenth Supplemental Indenture and upon compliance with the provisions of the Indenture, the Company may execute and deliver to the Trustee, and the Trustee shall certify and deliver to, or upon the written order of, the President or Treasurer of the Company, Series P bonds in an aggregate principal amount not exceeding \$25,000,000.

ARTICLE 3

PROVISIONS APPLICABLE TO REDEMPTION OF SERIES P BONDS

SECTION 3.01. The provisions of this Article 3 shall be applicable to the Series P bonds. Except as hereinafter provided, Series P bonds shall be redeemed upon the notice, in the manner and with the effect provided in Article 4 of the Original Indenture.

SECTION 3.02. In the case of all sinking fund redemptions, on or before the thirtieth day prior to each sinking fund payment date, the Trustee shall proceed to select for redemption in the manner provided herein, bonds of the series for which a sinking fund payment is to be made in the aggregate principal amount which are redeemable with the cash to be deposited with the Trustee on the next following sinking fund payment date, and in the name of the Company shall give notice as may be required by Article 4 of the Indenture of the redemption for the sinking fund on such sinking fund payment date of the bonds so selected.

All sinking fund payments received by the Trustee shall be held by the Trustee as security for bonds of the series for which such sinking fund payment is made, and shall be applied by the Trustee on the respective sinking fund payment dates to the redemption of outstanding bonds of such series in the manner and with the effect specified herein; and the Company shall, in each case prior to the date fixed for redemption thereof, pay to the Trustee, in cash, all unpaid interest accrued on the bonds to be redeemed through the operation of said sinking fund to the date fixed for redemption.

SECTION 3.03. Notwithstanding any provisions of Article 1 and Article 4 of the Original Indenture:

(a) if less than all outstanding Series P bonds are to be redeemed, the aggregate principal amount of Series P bonds to be redeemed shall be apportioned by the Trustee pro rata among the holders of the bonds of the series to be redeemed, in the proportion that the aggregate principal amount of such bonds so to be redeemed held by each such holder bears to the aggregate principal amount of bonds of such series to be redeemed then outstanding with adjustments, to the extent practicable, to equalize for any prior redemptions not in such proportion, and

(b) in the event of the payment of a portion of the principal amount of any Series P bond, payment shall be made to or upon the order of the holder of such bond without requiring presentation or surrender of such bond if there shall be filed with the Trustee a certificate of the Treasurer of the Company stating that the holder of such bond (or the person for whom such holder is a nominee) and the Company have entered into a written agreement that payment of any portion of such bond may be made to the registered holder thereof without presentation or surrender thereof, that such holder will not sell, transfer or otherwise dispose of any such bond unless it shall have caused notation to be made thereon of the portion of the principal amount thereof which has been paid and the last interest payment date to which interest has been paid and prior to the delivery thereof such bond shall have been presented to the Trustee for inspection or surrendered in exchange for a new bond or bonds of the same series in aggregate principal amount equal to the unpaid portion of the bond presented to the Trustee.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 4.01. *Application of Section 1.15 of Original Indenture.* So long as any Series P bonds remain outstanding, the provision of Section 1.15 of the Original Indenture (relating to mutilated, lost, stolen, or destroyed bonds) which are expressed to be applicable to bonds of Series A shall also be applicable to the Series P bonds and the holders thereof.

SECTION 4.02. So long as any Series P bonds shall be outstanding under the Indenture, the Company covenants and agrees that moneys deposited with the Trustee pursuant to Sections 3.14, 7.02 or 7.03 of the Indenture will be withdrawn by the Company within, in the case of moneys deposited pursuant to Sections 7.02 and 7.03, two years, or in the case of moneys deposited pursuant to Section 3.14, twelve months, from the date of deposit of such moneys if the Company shall have a Gross Amount of Property Additions available for such purpose.

SECTION 4.03. *Restricted Payments.* So long as any Series P bonds remain outstanding, the Company will not declare or pay any dividends on shares of its common stock (except dividends payable solely in shares of common stock), or directly or indirectly purchase, redeem or otherwise acquire any shares of common stock (except out of the net cash proceeds derived from the issuance of other shares of common stock), or make any other distribution on shares of common stock (such non-excepted declarations, payments, purchases, redemptions or other acquisitions and distributions, being hereinafter called "Restricted Payments"), unless after giving effect thereto the aggregate amount of all such Restricted Payments made during the period from December 31, 1985 to and including the date of the making of the Restricted Payment in question does not exceed the sum of \$9,000,000 plus (or minus in case of a deficit) the amount of Consolidated Net Income Available for Common Stock Dividends for such period.

SECTION 4.04. *Certain Definitions.* As used in this Article 4, the following terms shall have the following meanings:

"*Consolidated Net Income Available for Common Stock Dividends*" for any period shall mean the net income of the Company and its Subsidiaries for such period available for dividends on capital stock, after deducting therefrom dividends paid and accrued during such period on preferred stock, determined on a consolidated basis in accordance with generally accepted accounting principles; provided, however, that no effect shall be given to any gains or losses or other additions or deductions arising by reason of the issue, purchase, sale, conversion or retirement by the Company or any Subsidiary of any of its or their securities, or arising by reason of any purchases, sales, write-ups, write-downs, increase or decrease in book value, or other transactions or changes in respect of capital assets, tangible or intangible, and deductions for income taxes shall be adjusted by giving effect to any change in the amount thereof resulting from the elimination of any of the capital transactions or changes referred to above.

"*Subsidiary*" shall mean any corporation of which more than 50% of the outstanding Voting Stock is owned by the Company. As used herein the term "Voting Stock" shall mean stock or similar interests of any class or classes (however designated) the holders of which are generally and ordinarily, in the absence of contingencies, entitled to vote for the election of the directors (or persons performing similar functions) of such corporation.

ARTICLE 5

MISCELLANEOUS

SECTION 5.01. *Incorporation of Original Indenture.* This Fifteenth Supplemental Indenture shall be construed in connection with and as a part of the Original Indenture and all terms, conditions and covenants contained in the Original Indenture, except as restricted in the Original Indenture to bonds

of another series or as herein otherwise provided, shall apply to and be deemed to be for the equal benefit, security and protection of the Series P bonds and the holders thereof. All terms used in this Fifteenth Supplemental Indenture which are defined in the Original Indenture shall, unless the context otherwise requires, have the meanings set forth in the Original Indenture.

SECTION 5.02. *Successors and Assigns.* Whenever in this Fifteenth Supplemental Indenture either of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Fifteenth Supplemental Indenture contained shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 5.03. *Multiple Counterparts.* This Fifteenth Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said UNITED CITIES GAS COMPANY has caused its corporate name to be hereunto subscribed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or by an Assistant Secretary and the said Continental Illinois National Bank and Trust Company of Chicago, to evidence its acceptance of the trust hereby created and in it reposed, has caused its corporate name to be hereunto subscribed by one of its Vice Presidents and its corporate seal to be affixed and attested by a Trust Officer, and said M. J. Kruger, to evidence his acceptance of the trust hereby created and in him reposed, has hereunto subscribed his name and affixed his seal, all as of the day and year first above written.

[CORPORATE SEAL]

UNITED CITIES GAS COMPANY

ATTEST:

By /s/ JAMES B. FORD
Senior Vice President and Treasurer

 /s/ GLENN R. KING
Secretary

Witnesses as to United Cities Gas
Company:

 /s/ PAMELA J. TODD

 /s/ BARBARA K. GIANOTTI

[CORPORATE SEAL]

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

ATTEST:

By /s/ J. C. MULL, JR.
Vice President

 /s/ GEORGE N. REAVES
Trust Officer

Witnesses as to Continental Illinois
National Bank and Trust Company
of Chicago and M. J. Kruger:

 /s/ C. K. DUNCAN

 /s/ DIANE T. B. SCHMIDT

 /s/ M. J. KRUGER
M. J. Kruger

STATE OF TENNESSEE
COUNTY OF WILLIAMSON } ss.

I, Teresa Church, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 9th day of November, 1987, personally appeared before me James B. Ford and Glenn R. King, to me personally known, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, who, being by me duly sworn, did say that they are Senior Vice President and Treasurer and Secretary, respectively, of United Cities Gas Company, a corporation organized under the laws of the State of Illinois and the Commonwealth of Virginia, that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation and that said instrument was signed by them and sealed and delivered in behalf of said corporation by authority of its Board of Directors duly given, and the said Senior Vice President and Treasurer and Secretary acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of November, 1987.

/s/ TERESA CHURCH

*Notary Public in and for the
County and State aforesaid*

[NOTARIAL SEAL]

My commission expires April 17, 1988

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, V. Washington, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 10th day of November, 1987, personally appeared before me J. C. Mull, Jr. and George N. Reaves, to me personally known, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are Vice President and Trust Officer, respectively, of Continental Illinois National Bank and Trust Company of Chicago, a national banking association organized and existing under the national banking laws of the United States of America, that the seal affixed to the above and foregoing instrument is the corporate seal of said association and that said instrument was signed by them and sealed and delivered in behalf of said association by authority of its Board of Directors duly given, and the said J. C. Mull, Jr. and George N. Reaves acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said association for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of November, 1987.

/s/ V. WASHINGTON

*Notary Public in and for the
County and State aforesaid*

[NOTARIAL SEAL]

My commission expires July 31, 1988

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, V. Washington, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 10th day of November, 1987, personally appeared before me M. J. Kruger, personally known to me to be the person described in and who executed and whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of November, 1987.

/s/ V. WASHINGTON

*Notary Public in and for the
County and State aforesaid*

[NOTARIAL SEAL]

My commission expires July 31, 1988

STATE OF TENNESSEE }
COUNTY OF WILLIAMSON } ss.

Personally appeared before me Pamela J. Todd, who, being duly sworn, says that she saw the corporate seal of UNITED CITIES GAS COMPANY affixed to the foregoing instrument and that she also saw James B. Ford, Senior Vice President and Treasurer, and Glenn R. King, Secretary of said United Cities Gas Company, sign and attest the same, and that she, with Barbara K. Giannotti, witnessed the execution and delivery thereof as the act and deed of said United Cities Gas Company.

/s/ PAMELA J. TODD

Witness

[NOTARIAL SEAL]

Sworn to before me this 9th day of
November, 1987.

/s/ TERESA CHURCH

*Notary Public in and for the
County and State aforesaid*

My commission expires April 17, 1988

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Personally appeared before me C. K. Duncan, who, being duly sworn, says that he saw the corporate seal of the CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO affixed to the foregoing instrument and that he also saw J. C. Mull, Jr., Vice President, and George N. Reaves, Trust Officer of said Continental Illinois National Bank and Trust Company of Chicago, sign and attest the same, and that he, with Diane T. B. Schmidt, witnessed the execution and delivery thereof as the act and deed of the said Continental Illinois National Bank and Trust Company of Chicago.

/s/ C. K. DUNCAN

Witness

[NOTARIAL SEAL]

Sworn to before me this 10th day of
November, 1987.

/s/ V. WASHINGTON

*Notary Public in and for the
County and State aforesaid*

My commission expires July 31, 1988

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Personally appeared before me C. K. Duncan, who, being duly sworn, says that he saw the within named M. J. Kruger sign, seal, and as his act and deed, deliver the foregoing instrument and that he, with Diane T. B. Schmidt, witnessed the execution thereof.

/s/ C. K. DUNCAN

Witness

[NOTARIAL SEAL]

Sworn to before me this 10th day of
November, 1987.

/s/ V. WASHINGTON

*Notary Public in and for the
County and State aforesaid*

My commission expires July 31, 1988