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OCT 03 2018

PUBLIC SERVICE
COMMISSION

September 28, 2018

Ms. Gwen Pinson, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Re: Case No. 2018-00233

Dear Ms. Pinson:

We are filing the enclosed original and six (6) copies of the responses to data requests issued in the order regarding case no 2018-00233, dated July 24, 2018. **This filing contains a Petition of Confidentiality and confidential documents.**

Please indicate receipt of this filing by stamping and dating this letter and returning a scanned copy by E-mail to Anthony.Croissant@atmosenergy.com.

If you have any questions, feel free to call me at 972-855-3115.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Croissant".

Anthony Croissant
Sr. Rate Administration Analyst

Enclosures

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OCT 03 2018

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:

GAS COST ADJUSTMENT)	CASE NO.
FILING OF)	2018-00223
ATMOS ENERGY CORPORATION)	

**PETITION FOR CONFIDENTIALITY OF INFORMATION
BEING FILED WITH THE KENTUCKY PUBLIC SERVICE COMMISSION**

Atmos Energy Corporation ("Atmos") respectfully petitions the Kentucky Public Service Commission ("Commission") pursuant to 807 KAR 5:001 Section (13) and KRS 61.878(1)(c)1 for confidential treatment of the information described below. In support of this Petition, Atmos states as follows:

1. By its Order entered in KPSC 2018-00233 on July 24, 2018, the Commission ordered Atmos to provide updated information concerning its gas procurement activities and its efforts to ensure that Atmos is maximizing the opportunity to pass along gas costs savings to its customers. The Commission further ordered Atmos to file its responses to the requests for information set forth in Appendix B to its July 24, 2018 Order when Atmos filed its next GCA Application on or about October 1, 2018 for rates effective for the November 2018 billing cycle.

2. Atmos requests that confidential protection be provided to the information contained in various attachments to its responses to the following requests for information:

- (i) Staff-DR-01-002, Response and Attachments 2a, 2b,2c, and 2d.
- (ii) Staff-DR-01-003, Attachments 3a and 3b.

(iii) Staff-DR-01-0007, Response.

(iv) Staff-DR-001-008, Attachments 8-1C, 8-2C, 8-3C, 8-4C, 8-5C and 8-6C.

3. KRS 61.878 (1)(c) 1 provides that "...records confidentially disclosed to an agency or required by any agency to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records..."shall remain confidential unless otherwise ordered by a court of competent jurisdiction. The natural gas industry is very competitive. Atmos Energy has active competitors, who could use the pricing information and Atmos' business strategies to their commercial advantage and to the direct disadvantage of Atmos.

All of the information sought to be protected as confidential, if publicly disclosed, would have serious adverse consequences to Atmos and its customers. Public disclosure of this information would impose an unfair commercial disadvantage on Atmos. Atmos has successfully negotiated extremely advantageous gas supply contracts that are very beneficial to Atmos and its ratepayers. Detailed information concerning those contracts, including commodity costs, demand and transportation charges, reservations fees, etc. on specifically identified pipelines, if made available to Atmos' competitors, (including specifically non-regulated gas marketers), would clearly put Atmos to an unfair commercial disadvantage. Those competitors for gas supply would be able to gain information that is otherwise confidential about Atmos' gas purchases and transportation costs and strategies.

4. Atmos would not, as a matter of company policy, disclose any of the information for which confidential protection is sought herein to any person or entity, except as required by law or pursuant to a court order or subpoena. Atmos' internal practices and policies are directed

towards non-disclosure of the attached information. In fact, the information for which confidential protection is sought is not disclosed to any personnel of Atmos except those who need to know in order to discharge their responsibility. Atmos has never disclosed such information publicly. This information is not customarily disclosed to the public and is generally recognized as confidential and proprietary in the industry.

5. There is no significant interest in public disclosure of the attached information. Any public interest in favor of disclosure of the information is outweighed by the competitive interest in keeping the information confidential.

6. The information for which confidential protection is sought by this Petition is also entitled to such treatment because it constitutes a trade secret under the two prong test of KRS 365.880: (a) the economic value of the information as derived by not being readily ascertainable by other persons who might obtain economic value by its disclosure; and, (b) the information is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The economic value of the information is derived by Atmos maintaining the confidentiality of the information since competitors and entities with whom Atmos transacts business could obtain economic value by its disclosure.

8. Pursuant to 807 KAR 5:001 (13) confidentiality of the information covered by this Petition should be maintained indefinitely. The statutes cited above do not allow for disclosure at any time. Given the competitive nature of the natural gas business and the efforts of non-regulated competitors to encroach upon traditional markets, it is imperative that regulated information remain protected and that the integrity of the information remain secure.

9. Atmos does not object to limited disclosure of the confidential information described herein, pursuant to an acceptable protective agreement, with the Attorney General or

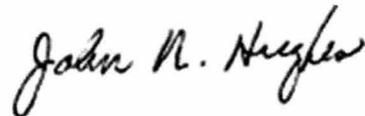
other intervenors with a legitimate interest in reviewing the same for the purpose of participating in this case.

For these reasons, Atmos Energy requests that the information identified in this Petition be treated as confidential. Should the Commission determine that some or all of the material is not to be given confidential protection, Atmos requests a hearing prior to any public release of the information to preserve its rights to notice of the grounds for the denial and to preserve its right of appeal of the decision.

In accordance with the provisions of 807 KAR 5:001, Section 13(3), the Company is filing one copy of Confidential Information separately under seal, and ten copies without the confidential information included.

WHEREFORE, Atmos petitions the Commission to treat as confidential all of the material and information which is included in the attached volume marked "Confidential".

Respectfully submitted this 28th day of September 2018.



John N. Hughes
124 W. Todd Street
Frankfort, Kentucky 40601
jnhughes@johnhughespsc.com
Tel: 502-227-7270

Mark R. Hutchinson
611 Frederica Street
Owensboro, Kentucky 42301
randy@whplawfirm.com
Tel: 270-926-5011
Fax: 270-926-9394
Attorneys for Atmos Energy Corporation

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

1. Provide all copies of all interstate pipeline transportation and storage contracts and tariffs utilized during the most recent year. Provide a comparison of the terms of these transportation arrangements with those that were utilized during the five previous calendar years. Explain all efforts to ensure that interstate pipeline transportation costs were and are as low as possible.

Response:

Attached please find the following interstate pipeline transportation and storage contracts utilized in the most recent year, along with amendments, in pdf format:

Tennessee Gas Pipeline:

<https://pipeline2.kindermorgan.com/Tariff/SubIndex.aspx?code=TGP&category=TOC>

- (a) FS-MA: 2383
- (b) FS-PA: 2384
- (c) FT-G: 2546
- (d,e) FT-A: 300264, 95033

Texas Gas Transmission:

<http://infopost.bwpmlp.com/Posting/DisplayPostingDocumentPage.aspx?PostingMenuItemID=37&tspid=100000>

- (f,g,h) NNS: 29760, 29762, 29763
- (i,j,k,l,m) FT:29759, 31097, 34380, 37063, 36773
- (n,o) STF: 35772, 36788

Trunkline Gas Company:

<http://tgcmessage.energytransfer.com/ipost/TGC/tariff/table-of-contents>

- (p) FT: 14573

ANR Pipeline Company:

<http://anrebb.transcanada.com/tariff/driver.htm?bm=tstoc>

- (q) FTS-1: 122803

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

(response to DR 1 continued)

Beneath each pipeline name, there is an internet address where the tariff rate schedules are publically posted. Also, please see pdf file Attachment **DR 1r- pipeline transp storage contract summary list**. DR 1(r); it is a two page summary of the contracts with current capacity terms, and a comparison of the contract terms during the five previous calendar years.

Atmos works with each interstate pipeline to negotiate discounts on transportation contracts whenever possible. Interstate pipelines must comply with FERC's discounting policy, which requires a demonstration that absent a discount, a customer would not take service from that pipeline. Traditionally, the most widely accepted way to demonstrate the need for a discount is a showing that the customer has the ability to take service from another source at a lower rate. LDC distribution systems are often "captive" to a single pipeline. Atmos has limited ability to build to other pipelines, or shift volumes between pipelines in Kentucky, so only portions of the Kentucky transportation portfolio are eligible for discounts. While Texas Gas Transmission (TGT) typically does not discount NNS or STF service contracts, Atmos' contracts are sculpted, so that there is less capacity held in the summer and shoulder months when demand is lower. The same is true for Tennessee Gas Pipeline (TGP), which does not discount FT-G contracts, but Atmos' FT-G capacity is sculpted so that there is less capacity in the summer and shoulder months. Sculpted capacity helps keep transportation costs lower. With the exception of NNS, STF, and FT-G rate schedules on TGT and TGP, Atmos has been able to successfully demonstrate that it has credible bypass options and thus qualify for discounts pursuant to FERC's

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

(response to DR 1 continued)

discounting policy rates on the other firm transportation contracts including Texas Gas, Tennessee Gas, Trunkline and ANR.

The current Gas Supply & Asset Management Agreements (AMAs) generate cost savings to Kentucky. Subject to meeting the full demand requirements of the regulated distribution system, the Asset Manager is granted the right to manage and optimize Atmos' transportation and storage capacity assets that are released to the Asset Manager in accordance with the asset management capacity release regulations and orders of the Federal Energy Regulatory Commission (FERC) and the tariff requirements of the applicable pipelines. In consideration of Atmos' release of transportation and storage capacity to the Asset Manager, the Asset Manager provides value back to Atmos in the form of discount to index pricing on commodity gas supply purchases or in the form of a fixed monthly credit.

Public

DR-01

DR 1a TGP FSMA 2383

GAS STORAGE AGREEMENT
(For Use Under Rate Schedule FS)

This Contract is made as of the 1 day of September 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation herein called "Transporter," and ATMOS ENERGY CORPORATION (KY) a TEXAS and VIRGINIA corporation, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties."

ARTICLE I - SCOPE OF CONTRACT

Following the commencement of service hereunder, in accordance with the terms of Transporter's Rate Schedule FS, and of this Agreement, Transporter shall receive for injection for Shipper's account a daily quantity of gas up to Shipper's Maximum Injection Quantity of 6026 (Dth) and Maximum Storage Quantity (MSQ) of 903859 dekatherms (Dth) (on a cumulative basis) and on demand shall withdraw from Shipper's storage account and deliver to Shipper a daily quantity of gas up to Shipper's Maximum Daily Withdrawal Quantity (MDWQ) of 19784 Dth; provided however, that when Shipper's storage balance is equal to or less than 30% of the MSQ but greater than 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be 19784 Dth; and provided further, that when Shipper's storage balance is less than or equal to 20% of the MSQ, the Maximum Daily Withdrawal Quantity shall be 19784 Dth. For demand charge purposes, the 19784 MDWQ for balance greater than 30% of the MSQ shall be used.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to Shipper under this Contract shall be at the storage service point at Transporter's Compressor Station 087.

ARTICLE III - PRICE

- 3.1 Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, including compensation for system fuel and losses, at Transporter's legally effective rate or at any effective superseding rate applicable to the type of service specified herein. Transporter's present legally effective rate for said service is contained in Transporter's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MSQ, MDIQ, MDWQ or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified storage points; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 3.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components

GAS STORAGE AGREEMENT (Continued)
(For Use Under Rate Schedule FS)

may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 3.2 Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of Transporter's Rate Schedule FS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter).

ARTICLE V - TERM OF CONTRACT

This contract shall be effective as of 1 September, 1993 and shall remain in force and effect, unless modified as per Exhibit B, until 31 October, 2014, ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

This Agreement will terminate upon notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accordance with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

GAS STORAGE AGREEMENT (Continued)
(For Use Under Rate Schedule FS)

TRANSPORTER:

Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director of Transportation Services

Shipper:

NOTICES: ATMOS ENERGY CORPORATION (KY)
377 RIVERSIDE DRIVE
SUITE 201
FRANKLIN, TN, USA-37064
Attention: KIM GRIFFITH

BILLING: ATMOS ENERGY CORPORATION (KY)
377 RIVERSIDE DRIVE
SUITE 201
FRANKLIN, TN, USA, 37064
Attention: KIM GRIFFITH

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this contract. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
 - 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
 - 8.3 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
-

GAS STORAGE AGREEMENT (Continued)
(For Use Under Rate Schedule FS)

ARTICLE IX - PRIOR AGREEMENTS CANCELED

Transporter and Shipper agree that this Contract, as of the date hereof, shall supersede and cancel the following contract(s) between the parties hereto:

Contract for Storage Service dated _____.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized agents.

TENNESSEE GAS PIPELINE COMPANY

By [Signature]
Agent and Attorney-in-Fact

RW
10/5/11

SHIPPER: ATMOS ENERGY CORPORATION (KY)

By [Signature]

Title KENNY MALTER
VP, Gas Supply & Services

VP
RMB
MD

WKG-10178-7

Date: 10/29/2013

KIM GRIFFITH
ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 18 to
Gas Transportation Agreement
Dated September 1, 1993
Service Package No. 2383-FSMATGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) (ATMOS ENERGY (KY)) agree to amend the Agreement effective Nov 1, 2014, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5854..

Best regards,

Rita Kane
Sr. Account Representative
Transportation Services

Date: 10/29/2013

ATMOS ENERGY (KY)
Date: 10/29/2013
Contract number: 2383-FSMATGP
Amendment number: 18
Amendment effective date: Nov 1, 2014

ACCEPTED AND AGREED TO
This 18th Day of November, 2013

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: Sital Mody

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This 31st Day of October, 2013

*executed
electronically*

ATMOS ENERGY (KY)

By: Mathew Davidson

Title: _____

Date: 10/29/2013

ATMOS ENERGY (KY)
Date: 10/29/2013
Contract number: 2383-FSMATGP
Amendment number: 18
Amendment effective date: Nov 1, 2014

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

ATMOS ENERGY (KY)

By: *[Signature]*

Title: _____

TRAC
RC

NO

GAS TRANSPORTATION AGREEMENT
(For Use Under FS Rate Schedule)

EXHIBIT A
AMENDMENT NO. 18
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014

Service Package: 2383-FSMATGP

Service Package MSQ: 903859Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
11/01/2014	03/31/2019	460025	STORAGE - PORTLAND - MA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	D	100	19784
11/01/2014	03/31/2019	460025	STORAGE - PORTLAND - MA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	6026

Total Receipt TQ 6026
Total Delivery TQ 19784

Number of Receipt Points: 1
Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under FS Rate Schedule)

EXHIBIT A-1
AMENDMENT NO. 18
SHOWING REQUESTED CHANGES
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014

Service Package: 2383-FSMATGP

Service Package MSQ: 903859Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	REQUESTED CHANGE QTY
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Total Receipt TQ 6026

Total Delivery TQ 19784

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

WKG-10178-8

Date: 1/21/2015

KIM GRIFFITH

ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 19 to
Gas Transportation Agreement
Dated September 1, 1993
Service Package No. 2383-FSMATGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) agree to amend the Agreement effective April 1, 2019, and extend through March 31, 2025, the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5952.

Best regards,

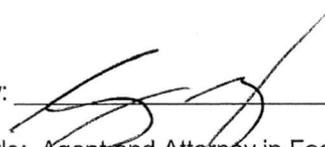
Dayna Owens
Sr. Account Representative
Transportation Services

Date: 1/21/2015

ATMOS ENERGY (KY)
Date: 1/21/2015
Page 2
Contract number: 2383-FSMATGP
Amendment number: 19
Amendment effective date: April 1, 2019

ACCEPTED AND AGREED TO
This 17 Day of Feb, 2015

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: 
Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This 3 Day of FEBRUARY, 2015

ATMOS ENERGY (KY)

By: 
Title: PRESIDENT AND CEO


RMB
KBG
MP



QES
JEG
BOW

GAS TRANSPORTATION AGREEMENT
 (For Use Under FS Rate Schedule)

EXHIBIT A
 AMENDMENT NO. 19
 TO GAS TRANSPORTATION AGREEMENT
 DATED September 1, 1993
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 ATMOS ENERGY (KY)

Amendment Effective Date: April 1, 2019

Service Package: 2383-FSMATGP

Service Package MSQ: 903859 Dth

Maximum Daily Injection Quantity: 6026 Dth

Maximum Daily Withdrawal quantity: 19784 Dth

STORAGE BALANCE FROM DTH	STORAGE BALANCE TO DTH	MAXIMUM DAILY WITHDRAWAL QUANTITY DTH
0	903859	19784

Service Point: 087-PORTLAND

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	METER-TQ
460025	STORAGE - PORTLAND - MA	SUMNER	TN	1	W	100	19784
460025	STORAGE - PORTLAND - MA	SUMNER	TN	1	I	100	6026

Total Injection TQ 6026
 Total Withdrawal TQ 19784

Number of Injection Points: 1
Number of Withdrawal Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED April 1, 2019

BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY) 2383-FSMATGP

REVENUE REDUCTION OPTION PROVISIONS*

Service Package: 2383-FSMATGP

OPTION PERIOD(S) Transporter will provide 12 months' notice prior to the reduction option and Shipper will have 30 days to exercise its reduction option.

OPTION DESCRIPTION Shipper shall have a one-time right to reduce its TQ by a volume up to its full TQ under this Service Package, effective April 1, 2020, by providing 11 months' prior written notice to Transporter of its election.

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Public

DR-01

DR 1b TGP FSPA 2384

Contract No.: 2384

GAS STORAGE CONTRACT
(For Use Under Rate Schedule FS)

THIS Contract is made as of the 1st day of September 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation herein called "Transporter," and WESTERN KENTUCKY GAS COMPANY, a Division of ATMOS Energy Corporation, herein called "Shipper." Transporter and Shipper collectively shall be referred to herein as the "Parties."

ARTICLE I - SCOPE OF CONTRACT

Following the commencement of service hereunder, in accordance with the terms of Transporter's Rate Schedule FS (Production Area), and of this Agreement, Transporter shall receive for injection for Shipper's account a daily quantity of gas up to Shipper's Maximum Injection Quantity (on any day) and Maximum Storage Quantity of 409,679 Dth (on a cumulative basis) and on demand shall withdraw from Shipper's storage account and deliver to Shipper a daily quantity of gas up to Shipper's Maximum Daily Withdrawal Quantity of 2,914 Dth.

ARTICLE II - SERVICE POINT

The point or points at which the gas is to be tendered for delivery by Transporter to Shipper under this contract shall be at the storage service point at Transporter's Compressor Station 87.

ARTICLE III - PRICE

1. Shipper agrees to pay Transporter for all natural gas storage service furnished to Shipper hereunder, including compensation for system fuel and losses, at Transporter's legally effective rate or at any effective superseding rate applicable to the type of service specified herein. Transporter's present legally effective rate for said service is contained in Transporter's Rate Schedule FS-Production Area as filed with the Federal Energy Regulatory Commission.
2. Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.

3. Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms of Transporter's Rate Schedule FS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter).

ARTICLE V - TERM OF CONTRACT

This Agreement shall be effective as of September 1, 1993 and shall remain in force and effect until November 1, 2000 ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Tennessee to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the primary term for a term of five years; and shall automatically extend for successive five year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under the Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P.O. Box 2511
Houston, TX 77252-2511

Attention: Transportation Marketing

SHIPPER:

NOTICES: Western Kentucky Gas Company,
a Division of ATMOS Energy Corporation
5430 LBJ Freeway
1800 Lincoln Centre III
Dallas, TX 75240

Attention: John W. Hack

BILLING: Western Kentucky Gas Company,
a Division of ATMOS Energy Corporation
5430 LBJ Freeway
1800 Lincoln Centre III
Dallas, TX 75240

Attention: Phil Davis

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this contract. Otherwise no assignment of the contract or any of the rights or obligations thereunder shall be made by Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

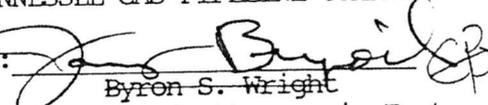
It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF CONTACT

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Texas, without regard to doctrines governing choice of law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized agents.

TENNESSEE GAS PIPELINE COMPANY

By: 
Byron S. Wright
Agent and Attorney-in-Fact

JAMES D. BUJNOCH

DIRECTOR, CENTRAL TEAM

WESTERN KENTUCKY GAS COMPANY,
a Division of ATMOS Energy Corporation

By:  ⁱⁱ
~~Agent and Attorney-in-Fact~~

Title: Vice President

DATE: 9/1/93

Contract No.: 2384

EXHIBIT "A"
TO GAS STORAGE AGREEMENT
DATED SEPTEMBER 01, 1993
RATE SCHEDULE FS - PRODUCTION AREA
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
WESTERN KENTUCKY GAS COMPANY
A DIVISION OF ATMOS ENERGY CORPORATION

CONTRACT: 2384

CONTRACT MSQ: 409,679

METER	AMENDMENT	ZONE	W/I	MAXIMUM DAILY QUANTITY
070020	0	01	WITHDRAWAL	2,914
060020	0	01	INJECTION	2,731

WKG-10179-6

Date: 10/29/2013

KIM GRIFFITH
ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 1 to
Gas Transportation Agreement
Dated September 1, 1993
Service Package No. 2384-FSPATGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) (ATMOS ENERGY (KY)) agree to amend the Agreement effective Nov 1, 2014, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5854.

Best regards,

Rita Kane
Sr. Account Representative
Transportation Services

Date: 10/29/2013

ATMOS ENERGY (KY)
Date: 10/29/2013
Contract number: 2384-FSPATGP
Amendment number: 1
Amendment effective date: Nov 1, 2014

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

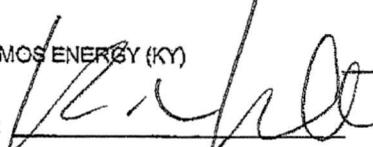
TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

ATMOS ENERGY (KY)

By:  _____

Title: _____

KBG
MP

GAS TRANSPORTATION AGREEMENT
(For Use Under FS Rate Schedule)

EXHIBIT A
AMENDMENT NO. 1
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014

Service Package: 2384-FSPATGP

Service Package MSQ: 409679 Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
11/01/2014	03/31/2019	460020	STORAGE - PORTLAND	TENNESSEE GAS PIPELINE	SUMNER	TN	1	D	100	2914
11/01/2014	03/31/2019	460020	- PA STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	2731

Total Receipt TQ 2731
Total Delivery TQ 2914

Number of Receipt Points: 1
Number of Delivery Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under FS Rate Schedule)

EXHIBIT A-1
AMENDMENT NO. 1
SHOWING REQUESTED CHANGES
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014

Service Package: 2384-FSPATGP

Service Package MSQ: 409679.Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER- TQ	REQUESTED CHANGE QTY
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Total Receipt TQ 2731

Total Delivery TQ 2914

Number of Receipt Points: 1

Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

WKG-10179-7

Date: 1/22/2015

KIM GRIFFITH

ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 2 to
Gas Transportation Agreement
Dated September 1, 1993
Service Package No. 2384-FSPATGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) agree to amend the Agreement effective April 1, 2019, and extend through March 31, 2025, the term of the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5952.

Best regards,

Dayna Owens
Sr. Account Representative
Transportation Services

Date: 1/22/2015

ATMOS ENERGY (KY)
Date: 1/22/2015
Page 2
Contract number: 2384-FSPATGP
Amendment number: 2
Amendment effective date: April 1, 2019

ACCEPTED AND AGREED TO
This 17 Day of Feb., 2017

WSS

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

*TEG
GAP*

By: *[Signature]*
Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This 13 Day of FEBRUARY, 2015

ATMOS ENERGY (KY)

By: *Kenn. R. Lockhart*
Title: PRESIDENT AND CEO

*(RM3)
KRG*

*MD
[Signature]*

GAS TRANSPORTATION AGREEMENT
(For Use Under FS Rate Schedule)

EXHIBIT A
AMENDMENT NO. 2
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: April 1, 2019

Service Package: 2384-FSPATGP

Service Package MSQ: 409679 Dth

Maximum Daily Injection Quantity: 2731 Dth

Maximum Daily Withdrawal quantity: 2914 Dth

STORAGE BALANCE FROM DTH	STORAGE BALANCE TO DTH	MAXIMUM DAILY WITHDRAWAL QUANTITY DTH
0	409679	2914

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	METER-TQ
460020	STORAGE - PORTLAND - PA	SUMNER	TN	1	W	100	2914
460020	STORAGE - PORTLAND - PA	SUMNER	TN	1	I	100	2731

Total Injection TQ 2731
Total Withdrawal TQ 2914

Number of Injection Points: 1
Number of Withdrawal Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED April 1, 2019

BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY) 2384-FSPATGP

REVENUE REDUCTION OPTION PROVISIONS*

Service Package: 2384-FSPATGP

OPTION PERIOD(S) Transporter will provide 12 months' notice prior to the reduction option and Shipper will have 30 days to exercise its reduction option.

OPTION DESCRIPTION Shipper shall have a one-time right to reduce its TQ by a volume up to its full TQ under this Service Package, effective April 1, 2020, by providing 11 months' prior written notice to Transporter of its election.

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Public

DR-01

DR 1c TGP FTG 2546

Contract No.: 2546

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-G Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1st day of September 1993, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware corporation, hereinafter referred to as "Transporter" and WESTERN KENTUCKY GAS COMPANY, A DIVISION OF ATMOS ENERGY CORPORATION, a Texas corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

W I T N E S S E T H:

That in consideration of the premises and of the mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity (MDQ) of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each month of each year during the term hereof. Shipper shall elect an MDQ for each month of the year and specify the delivery point meters to which service under this Rate Schedule applies. Any limitations of the quantities to be delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II
TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule FT-G, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III
POINT(S) OF RECEIPT AND DELIVERY

The Primary Receipt and Delivery Points shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V
QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI
RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the date of execution, the rates, charges and surcharges to be paid by Shipper to Transporter for the transportation service provided herein, including compensation for system fuel and losses, shall be in accordance with Transporter's Rate Schedule FT-G and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in rendering service hereunder.

- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-G (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter's just and reasonable rates.

ARTICLE VII
BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VIII
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-G and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX
REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations.

9.2 The transportation service described herein shall be provided subject to Part 284, Subpart G of the FERC Regulations.

ARTICLE X
RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI
WARRANTIES

11.1 In addition to the warranties set forth in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

(a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII
TERM

- 12.1 This Agreement shall be effective as of September 1, 1993, and shall remain in force and effect until November 1, 2000 ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Transporter to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the primary term for a term of five years; and shall automatically extend for successive five year terms thereafter unless shipper provides notice as described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 12.3 This Agreement will terminate upon notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XIII
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511

Attention: Transportation Marketing

SHIPPER:

NOTICES: Western Kentucky Gas Company, A Division of
Atmos Energy Corporation
5430 LBJ Freeway
1800 Lincoln Centre III
Dallas, TX 75240

Attention: John Hack

BILLING: Western Kentucky Gas Company, A Division of
Atmos Energy Corporation
5430 LBJ Freeway
1800 Lincoln Centre III
Dallas, TX 75240

Attention: Phil Davis

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

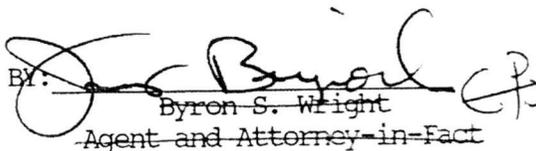
ARTICLE XV
MISCELLANEOUS

- 15.1 The interpretation and performance of this contract shall be in accordance with and controlled by the laws of the State of Texas, without regard to the doctrines governing choice of law.
- 15.2 If any provisions of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this agreement shall be or become effective, except by the execution of by both Parties of a written amendment.
- 15.4 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

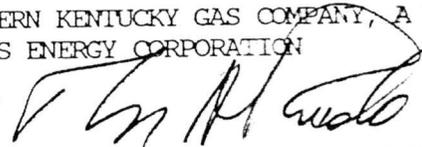
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

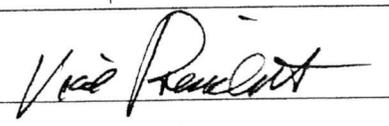
TENNESSEE GAS PIPELINE COMPANY

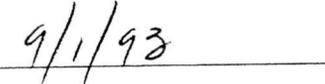
JAMES D. BUJNOCH
DIRECTOR, CENTRAL TEAM

BY: 
Byron S. Wright
Agent and Attorney-in-Fact

WESTERN KENTUCKY GAS COMPANY, A DIVISION OF
ATMOS ENERGY CORPORATION

BY: 

TITLE: 

DATE: 

Contract No.: 2546

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-G Rate Schedule)

EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED September 1st, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
WESTERN KENTUCKY GAS CO

SERVICE PACKAGE: 2546

AMENDMENT EFFECTIVE DATE: September 1st, 1993

Monthly MDQ January	15,000	Monthly MDQ May	8,000	Monthly MDQ September	6,000
Monthly MDQ February	15,000	Monthly MDQ June	6,000	Monthly MDQ October	10,000
Monthly MDQ March	15,000	Monthly MDQ July	5,500	Monthly MDQ November	15,000
Monthly MDQ April	11,000	Monthly MDQ August	5,500	Monthly MDQ December	15,000

METER	AMD	METER NAME	INTERCONNECT	PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	MONTHLY QTY	METER-TQ
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL01	1,471
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL02	1,471
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL03	1,471
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL04	771
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL05	764
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL06	840
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL07	797
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL08	770
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL09	741
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL10	808
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL11	1,471
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL12	1,471
010065	0	ARCO-DONNA DEHYD	ARCO NATURAL GAS	MARKETING INC	HIDALGO	TX	00	R	100	DQL12	1,471
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL01	1,842
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL02	1,842
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL03	1,842
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL04	964
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL05	955
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL06	1,051
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL07	997
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL08	963
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL09	927
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL10	1,010
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL11	1,842
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL12	1,842
010839	0	CONOCO-GRAND ISLE BLK 43 DEHYD	CONOCO INC		OFFSHORE-FEDERA	OL	01	R	500	DQL12	1,842
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC		OFFSHORE-FEDERA	OL	01	R	500	DQL01	1,854
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC		OFFSHORE-FEDERA	OL	01	R	500	DQL02	1,854
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC		OFFSHORE-FEDERA	OL	01	R	500	DQL03	1,854
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC		OFFSHORE-FEDERA	OL	01	R	500	DQL04	973
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC		OFFSHORE-FEDERA	OL	01	R	500	DQL05	965
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC		OFFSHORE-FEDERA	OL	01	R	500	DQL06	1,061

011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	500	DQL07	1,006
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	500	DQL08	973
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	500	DQL09	936
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	500	DQL10	1,020
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	500	DQL11	1,854
011119	0	CHEVRON-S MARSH IS BLK 61 C	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	500	DQL12	1,854
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL01	1,471
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL02	1,471
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL03	1,471
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL04	771
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL05	764
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL06	840
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL07	797
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL08	770
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL09	741
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL10	808
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL11	1,471
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL12	1,471
011911	0	VALERO - WHARTON COUNTY TRANS	VALERO TRANSMISSION LP	WHARTON	TX	00	R	100	DQL12	1,471
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL01	882
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL02	882
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL03	882
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL04	462
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL05	458
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL06	504
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL07	478
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL08	462
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL09	444
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL10	444
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL11	485
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL11	882
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL12	882
011989	0	CHEVRON - SOUTH MARSH ISLAND 2	CHEVRON USA INC	OFFSHORE-FEDERA	OL	01	R	800	DQL12	882
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL01	882
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL02	882
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL03	882
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL04	462
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL05	458
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL06	504
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL07	478
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL08	462
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL09	444
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL10	485
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL11	882
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL11	882
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL12	882
012087	0	ARCO - MIAMI CORP DEHYD	ARCO NATURAL GAS MARKETING INC	CAMERON	LA	01	R	800	DQL12	882
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL01	6,598	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL02	6,598	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL03	6,598	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL04	6,597	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL05	3,636	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL06	1,200	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL07	947	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL08	1,100	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL09	1,767	
070020	0	TGP - PORTLAND STORAGE WITHDRA	SUMNER	TN	01	R	100	DQL10	5,384	

SERVICE PACKAGE NO. 2546
 AMENDMENT NO. 0

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-G Rate Schedule)

METER	AMD	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	QTY	METER-TQ
070020	0	TGP - PORTLAND STORAGE WITHDRA		SUMNER	TN	01	R	100	DQL11	6,598
070020	0	TGP - PORTLAND STORAGE WITHDRA		SUMNER	TN	01	R	100	DQL12	6,598
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL01	15,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL02	15,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL03	15,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL04	11,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL05	8,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL06	6,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL07	5,500
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL08	5,500
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL09	6,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL10	10,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL11	15,000
020014	0	WESTERN-DANVILLE KY	WESTERN KENTUCKY GAS CO	BOYLE	KY	02	D	087	DQL12	15,000

NUMBER OF RECEIPT POINTS: 7
 NUMBER OF DELIVERY POINTS: 1

WKG-10180-8

Date: 10/31/2013

KIM GRIFFITH
ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 302 to
Gas Transportation Agreement
Dated September 1, 1993
Service Package No. 2546-FTGTGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) (ATMOS ENERGY (KY)) agree to amend the Agreement effective Nov 1, 2014, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5854.

Best regards,

Rita Kane
Sr. Account Representative
Transportation Services

Date: 10/31/2013

ATMOS ENERGY (KY)
Date: 10/31/2013
Contract number: 2546-FTGTGP
Amendment number: 302
Amendment effective date: Nov 1, 2014

ACCEPTED AND AGREED TO
This 13th Day of November, 2013

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: SITAL MODY

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This 31st Day of October, 2013

ATMOS ENERGY (KY)

By: MATHEW DAVIDSON

Title: _____

Date: 10/31/2013

ATMOS ENERGY (KY)
Date: 10/31/2013
Contract number: 2546-FTGTGP
Amendment number: 302
Amendment effective date: Nov 1, 2014

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

ATMOS ENERGY (KY)

By: _____

Title: _____

KBG
RMB
RCJA

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-G Rate Schedule)

EXHIBIT A
 AMENDMENT NO. 302
 TO GAS TRANSPORTATION AGREEMENT
 DATED September 1, 1993
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014 through March 31, 2019

Service Package: 2546-FTGTGP
 MONTHLY MDQS:

(01) January	24000	(04) April	12000	(07) July	2000	(10) October	4000
(02) February	24000	(05) May	3000	(08) August	2000	(11) November	23000
(03) March	23000	(06) June	2000	(09) September	2000	(12) December	24000

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MONTH
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	10800	NOVEMBER
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	5000	NOVEMBER
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	6000	NOVEMBER
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	NOVEMBER
420009	ATMOS KY/TGP	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	NOVEMBER

GREENSBURG KY GREEN

420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	NOVEMBER
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	NOVEMBER
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	NOVEMBER
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	NOVEMBER
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	NOVEMBER
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	NOVEMBER
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	NOVEMBER
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	NOVEMBER
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	DECEMBER
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	DECEMBER
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	DECEMBER
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	DECEMBER

420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	DECEMBER
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	DECEMBER
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	DECEMBER
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	DECEMBER
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	DECEMBER
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	DECEMBER
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	6000	DECEMBER
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	6000	DECEMBER
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	11800	DECEMBER
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	11800	JANUARY
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	6000	JANUARY
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	6000	JANUARY
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	JANUARY

420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	JANUARY
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	JANUARY
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	JANUARY
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	JANUARY
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	JANUARY
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	JANUARY
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	JANUARY
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	JANUARY
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	JANUARY
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	FEBRUARY
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	FEBRUARY
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	FEBRUARY

420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	FEBRUARY
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	FEBRUARY
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	FEBRUARY
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	FEBRUARY
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	FEBRUARY
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	FEBRUARY
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	FEBRUARY
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	6000	FEBRUARY
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	6000	FEBRUARY
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	11800	FEBRUARY
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	5000	MARCH
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	10800	MARCH
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	6000	MARCH

412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	MARCH
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	MARCH
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	MARCH
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	MARCH
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	MARCH
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	MARCH
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	MARCH
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	MARCH
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	MARCH
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	MARCH
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	3000	APRIL
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	1000	APRIL
420028	ATMOS KY/TGP	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	4000	APRIL

HARRODSBURG KY BOYLE

420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	1000	APRIL
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	APRIL
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	APRIL
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	APRIL
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	APRIL
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	APRIL
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3000	APRIL
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	3000	APRIL
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	3000	APRIL
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5500	APRIL
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	2200	MAY
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1500	MAY
420009	ATMOS KY/TGP	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	MAY

GREENSBURG KY GREEN

420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	MAY
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	MAY
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	MAY
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	MAY
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	MAY
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	MAY
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	MAY
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1500	MAY
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	JUNE
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	JUNE
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	JUNE
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	JUNE

420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	JUNE
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	JUNE
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	JUNE
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	JUNE
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	JUNE
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	JUNE
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	JUNE
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	JULY
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	JULY
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	JULY
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	JULY
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	JULY
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	JULY

420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	JULY
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	JULY
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	JULY
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	JULY
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	JULY
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	AUGUST
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	AUGUST
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	AUGUST
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	AUGUST
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	AUGUST
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	AUGUST
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	AUGUST

420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	AUGUST
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	AUGUST
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	AUGUST
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	AUGUST
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	SEPTEMBER
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	SEPTEMBER
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	SEPTEMBER
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	SEPTEMBER
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	SEPTEMBER
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	SEPTEMBER
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	SEPTEMBER
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	SEPTEMBER
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	SEPTEMBER

421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	SEPTEMBER
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	SEPTEMBER
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	2000	OCTOBER
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	OCTOBER
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	OCTOBER
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	OCTOBER
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	OCTOBER
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	OCTOBER
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	OCTOBER
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	OCTOBER
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	OCTOBER
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	OCTOBER
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	3200	OCTOBER

412398

JEFFSTOR/TGP
JEFFERSON ISLAND IBERI

JEFFERSON ISLAND STORAGE

IBERIA

LA

L

R

800

1000

OCTOBER

Total Receipt TQ: Varying
Total Delivery TQ: Varying

Number of Receipt Points: 4
Number of Delivery Points: 9

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-G Rate Schedule)

EXHIBIT A-1
 SHOWING REQUESTED CHANGES
 AMENDMENT NO. 302
 TO GAS TRANSPORTATION AGREEMENT
 DATED September 1, 1993
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014 through March 31, 2019

Service Package: 2546-FTGTGP
 MONTHLY MDQS:

(01) January	24000	(04) April	12000	(07) July	2000	(10) October	4000
(02) February	24000	(05) May	3000	(08) August	2000	(11) November	23000
(03) March	23000	(06) June	2000	(09) September	2000	(12) December	24000

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MONTH	REQUESTED CHANGE QTY
0	0	0	0	0	0	0	0	0	10/31/2013	0

Total Receipt TQ: 0
 Total Delivery TQ: 0

Number of Receipt Points: 4
 Number of Delivery Points: 9

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

WKG-10180-9

Date: 1/29/2015

KIM GRIFFITH
ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 303 to
Gas Transportation Agreement
Dated September 1, 1993
Service Package No. 2546-FTGTGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) agree to amend the Agreement effective Jan 1, 2019, to extend the term through March 31, 2025 and change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5952.

Best regards,

Dayna Owens
Sr. Account Representative
Transportation Services

Date: 1/29/2015

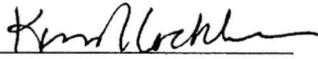
ATMOS ENERGY (KY)
Date: 1/29/2015
Page 2
Contract number: 2546-FTGTGP
Amendment number: 303
Amendment effective date: Jan 1, 2019

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AYS
JEG
EAD

BY: 
Agent and Attorney-in-Fact

ATMOS ENERGY (KY)

BY: 

TITLE: PRESIDENT AND CEO

DATE: FEBRUARY 13, 2015


KBG

MD

HEH

GAS TRANSPORTATION AGREEMENT

(For Use Under FT-G Rate Schedule)

EXHIBIT A
 AMENDMENT NO. 303
 TO GAS TRANSPORTATION AGREEMENT
 DATED September 1, 1993
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 ATMOS ENERGY (KY)

Amendment Effective Date: Jan 1, 2019

Service Package: 2546-FTGTGP

MONTHLY MDQS:

(01) January	24000	(04) April	12000	(07) July	2000	(10) October	4000
(02) February	24000	(05) May	3000	(08) August	2000	(11) November	23000
(03) March	23000	(06) June	2000	(09) September	2000	(12) December	24000

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MONTH
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	11800	01
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	01
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	01
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	01
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	01

420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	01
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	01
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	01
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	01
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	01
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	01
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	01
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	01
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	02
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	02
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	02
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	02
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	02

420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	02
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	02
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	02
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	02
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	02
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	02
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	02
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	11800	02
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	2500	03
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	10800	03
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	03
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	03
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	03

420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	03
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	03
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	03
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	03
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	03
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	03
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	03
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	03
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	3000	04
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	04
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	04
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	04
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	5500	04

412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	3000	04
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	1000	04
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	4000	04
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	1000	04
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	04
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	04
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5500	04
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	500	04
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	2200	05
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	05
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	05
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	05
420028	ATMOS KY/TGP	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	05

HARRODSBURG KY BOYLE

412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1500	05
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	05
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	05
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	05
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	05
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1500	05
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	06
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	06
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	06
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	06
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	06
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	06
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	06

420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	06
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	06
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	06
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	06
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	07
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	07
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	07
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	07
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	07
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	07
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	07
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	07
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	07

421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	07
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	07
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	08
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	08
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	08
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	08
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	08
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	08
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	08
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	08
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	08
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	08
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	08

412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	1000	09
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	1200	09
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	09
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	09
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	09
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	09
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	09
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	09
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	09
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	09
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	1000	09
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	2000	10
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	10
420445	ATMOS KY/TGP	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	10

SULPHUR PLAQUEMIN

420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	11
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	11
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	11
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	11
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	11
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	11
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	11
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	11
460020	STORAGE - PORTLAND - PA	TENNESSEE GAS PIPELINE	SUMNER	TN	1	R	100	8000	12
421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100	12
420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100	12
420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	12
420028	ATMOS KY/TGP	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5900	12

HARRODSBURG KY BOYLE									
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	2900	12
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	2900	12
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	12
412882	KINETICA/TGP PORT SULPHUR PLAQUEMIN		PLAQUEMINES	LA	L	R	500	4000	12
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	12
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	12
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	12
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	11800	12

Total Receipt TQ: Varying
Total Delivery TQ: Varying

Number of Receipt Points: 4
Number of Delivery Points: 9

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED January 1, 2019

BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY) 2546-FSPATGP

REVENUE REDUCTION OPTION PROVISIONS*

Service Package: 2546-FSPATGP

OPTION PERIOD(S) Transporter will provide 13 months' notice prior to the reduction option and Shipper will have 30 days to exercise its reduction option.

OPTION DESCRIPTION Shipper shall have a one-time right to reduce its TQ by a volume up to its full TQ under this Service Package, effective April 1, 2020, by providing 12 months' prior written notice to Transporter of its election.

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-G Rate Schedule)

EXHIBIT A-1
SHOWING REQUESTED CHANGES
AMENDMENT NO. 303
TO GAS TRANSPORTATION AGREEMENT
DATED September 1, 1993
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Jan 1, 2019

Service Package: 2546-FTGTGP

MONTHLY MDQS:

(01) January	24000	(04) April	12000	(07) July	2000	(10) October	4000
(02) February	24000	(05) May	3000	(08) August	2000	(11) November	23000
(03) March	23000	(06) June	2000	(09) September	2000	(12) December	24000

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	MONTH	REQUESTED CHANGE QTY
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	01	-2500
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	01	2500
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	02	-2500
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	02	2500

412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	03	-2500
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	03	2500
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	04	-2500
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	04	2500
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	10	-1000
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	10	1000
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	11	-2500
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	11	2500
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	3500	12	-2500
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	12	2500

Total Receipt TQ: 2500

Total Delivery TQ: 0

Number of Receipt Points: 2

Number of Delivery Points: 0

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Public

DR-01

DR 1d TGP FTA 300264 Suppl cap rel

TSP Prop:	4052	TSP Name:	TENNESSEE GAS PIPELINE	TSP:	1939164
Releaser Prop:	6522	Releaser Name:	ATMOS ENERGY CORPORATION - MIS	Releaser:	6964415
Offer No:	95607			Status:	Original
Mkt Based Rate Ind:	N	Rate Sch:	FTA	Meas Basis Desc:	Million BTU's
Rel K:	300264-FTATGP	Affiliate Indicator:	NONE		
Cap Awd Date:	03/27/2018	Cap Awd Time:	09:06:52		

[1]	Rel St Date:	4/1/2018	Rel End Date:	3/31/2020	
	Shorter Term Desc:	Releasing Shipper will not accept less than full term			<i>Released directly to UET from Atmos-MS 4/1/18 - 3/31/20</i>
	Min Term:	Offer Calculated Min Term:	3/31/2020		
	Rate Sch:	FTA			

[2]	Loc/QTI Desc:	Delivery point(s) quantity			
	Rel SR Less Qty Desc:	Releasing shipper will not accept bids for less than the full quantity			
	Min Offer Qty-K:	2,500 (per day)	Max Offer Qty-K:	2,500 (per day)	
	Min Offer MSV:	0	Max Offer MSV:	0	
	Rel Type:				
	Perm Rel Desc:	Offer not made available for permanent release			
	Prev Rel Desc:	Offer does not contain any capacity which was previously released	Allowable Re-release Indicator:	Y	
	Recall/Reput Desc:	Capacity recallable and reput must be taken by Replacement Shipper.			
	Recall/Reput Terms:	Capacity recallable and reputable.			
	Recall Notif Timely:	Yes	Recall Notif EE:	Yes	Recall Notif Eve: Yes
	Recall Notif ID1:	Yes	Recall Notif ID2:	Yes	Recall Notif ID3: Yes
	Bus Day Ind:	N (Recall notification is not limited to a business day)			
	Prearr Deal Desc:	Offer is subject to a prearranged deal			
	Repl SR Role Ind:	AMA (Asset Management Arrangement)			
	Disc Ind Desc:	The rates associated with the capacity being released may include rates subject to a discount or negotiated rate arrangement between the Releasing Shipper and the Transportation Service Provider. Daily scheduled volumes that are not eligible for a particular discounted or negotiated rate specified in the discount or negotiated rate agreement will result in additional charges consistent with the terms set forth in the discount or negotiated rate agreement. Subject to the terms of the release, these charges can be paid by either the Replacement or Releasing Shipper provided, however, that the Replacement Shipper shall pay no more than the applicable maximum rate times the Replacement Shipper's contract TQ (Transportation Quantity), with the remaining charges, if any, to be paid by the Releasing Shipper.			

Storage Inventory-Conditioned
Release Indicator:

[10] **Min Rate Disc Desc:** Undisclosed
Res Rate Basis Desc: Per day
Surch Ind Desc: Rate(s) stated include all applicable surcharges; no surcharge detail or surcharge total provided
Seasnl St: 1/1 **Seasnl End:** 12/31 **Seasnl Name:** ANNUAL

Rate ID	Surch ID	Seasnl Name	Max Trf Rate	Min Trf Rate	Min Acpt Rate	
RES		ANNUAL	0.3506	0.0000	0.1350	

[11]

Loc Prop	Loc Name	Loc	Loc Zn	Loc Purp	Loc Purp Desc	Avail Prim Qty	Avail Total Qty	Max Offer Qty-Loc
420028	ATMOSKY/TGP HARRODSBURG KY BOYLE	420028	02 - ZONE 2	MQ	Delivery Location	0	0	2500
420828	POOLING PT - STA. 87 - ZONE 1	420828	01 - ZONE 1	M2	Receipt Location	0	0	2500

**Atmos MS Segmented Release to KY
Tennessee Gas Pipeline ("TGP")-Contract #300264**

The PBR program is a state public service commission approved mechanism for customers and shareholders to participate in savings. Releasing unused capacity is an avenue for savings in the Mississippi PBR program. Obtaining discounted capacity is a method to generate savings in the Kentucky PBR program.

Atmos Energy identified a cost savings opportunity for its Mississippi (Atmos MS) and Kentucky (Atmos KY) divisions. Atmos MS can create savings by releasing TGP capacity to Atmos KY. The TGP capacity is shared via a segmented capacity release, essentially dividing the transportation path into an Atmos MS segment and an Atmos KY segment. This provides a lower demand charge than the Atmos MS and Atmos KY divisions would pay if they individually acquired capacity from TGP. Savings generated through this release flows through the MS and KY PBR programs.

Atmos has decided to continue the TGP segmented release with the same structure between Atmos MS and Atmos KY. The new release term, 4/1/18 to 3/31/20, will expire upon the contract's optional capacity review in 2020.

Atmos MS's TGP contract 300264 is a 2,500 dth/day FTS-1 agreement with a daily rate of \$0.27 with a primary receipt point at ETP/TGP Wharton County (411911) in Zone 0 and a primary delivery point at Harrodsburg (420028) in Zone 2. The contract term is from 4/1/14 to 3/31/25, with an optional capacity review in 2020.

Consistent with other divisional releases, the releasing party releases the capacity to the replacement party for half the base contract rate. Therefore, Atmos MS will post a \$0.135 pre-arranged non-biddable AMA release to United Energy Trading, Atmos KY's asset manager, for the 2,500 MDQ with a term of 4/1/18 - 3/31/20. The segmented path will be from Station 87 (420828) in Zone 1 to Harrodsburg (420028) in Zone 2. Atmos KY can obtain supply from ANR Greenville, Midwestern SMS, Portland Storage, Z2 Leg 100 and Big Sandy Glancy. Atmos MS will have in path supply from Guthrie (412352).

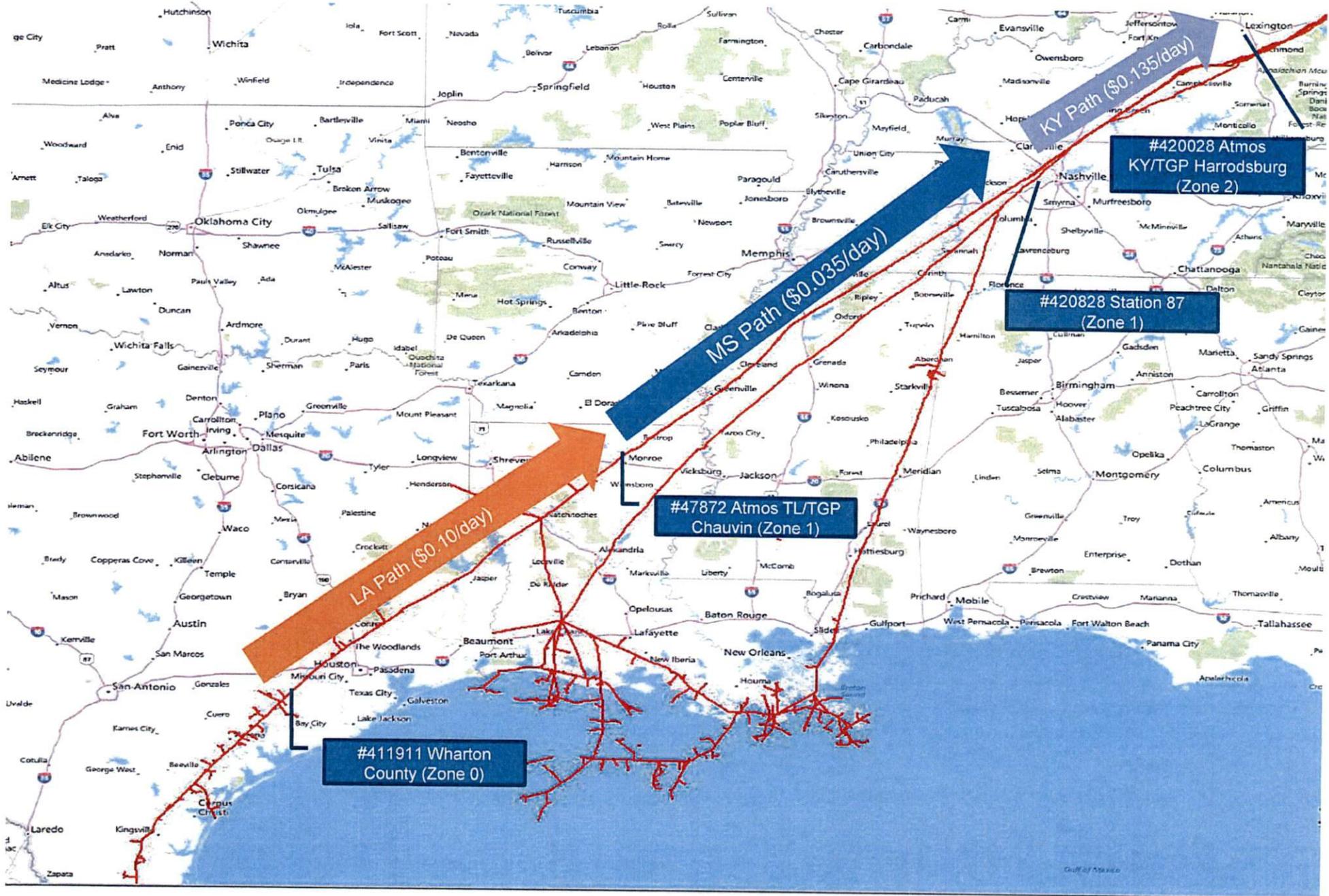
Atmos Energy's Legal Department recommended releasing the capacity directly to United Energy Trading as part of its FERC Order No. 712-compliant Asset Management Arrangement. This release will be clearly identified as such on the TGP Electronic Bulletin Board.

*Dean to release directly to
UET 4/1/18 - 3/31/20.*

Handwritten signatures and initials in a box with "DS" labels. The signatures include "JCO", "SR", and "RMB". The initials "RBE" are written to the right of the box.

Atmos TL/TGP Contract #300264 (2,500 dth/day)

Releasing 2,500 from MS to LA and 2,500 from MS to KY



Public

DR-01

DR 1d TGP FTA 300264

WKG-11708

Service Package No: 300264- **KY**
Amendment No: 0.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of April, 2014, by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Transporter" and ATMOS ENERGY CORPORATION - MISS DIVISION, a TEXAS CORPORATION, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and Transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with Transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VI and VII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

12.1 This contract shall be effective as of 1 April, 2014 and shall remain in force and effect, unless modified as per Exhibit B, until 31 March, 2017 ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via Transporter's Interactive Website; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.

12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

TRANSPORTER: Tennessee Gas Pipeline Company, L.L.C.
P. O. Box 2511
Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER
NOTICES: ATMOS ENERGY CORPORATION - MISS DIVISION
790 LIBERTY ROAD
FLOWOOD MS USA
39232

Attention: SYLVIA GIBSON

BILLING: ATMOS ENERGY CORPORATION - MISS DIVISION
790 LIBERTY ROAD
FLOWOOD MS USA
39232

Attention: SYLVIA GIBSON

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Service Package No: 300264-FTATGP

Amendment No: 0.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through Transporter's Interactive Website and Shipper has been notified through Transporter's Interactive Website of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: _____
Agent and Attorney-in-Fact

ATMOS ENERGY CORPORATION - MISS DIVISION

BY: K. Malter

TITLE: KENNY MALTER

DATE: VP, Gas Supply & Services

ACG

Am
Sy
MD

GAS TRANSPORTATION AGREEMENT
(For Use Under FTA Rate Schedule)

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED April 1, 2014
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY CORPORATION - MISS DIVISION

Amendment Effective Date: April 1, 2014

Service Package: 300264-FTATGP

Service Package TQ: 2500 Dth

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
04/01/2014	03/31/2017	411911	ETP/TGP WHARTON COUNTY TRANSPORT EX	ENTERPRISE TEXAS PIPELINE LLC	WHARTON	TX	1	R	100	2500
04/01/2014	03/31/2017	420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	2500

Total Receipt TQ 2500
Total Delivery TQ 2500

Number of Receipt Points: 1
Number of Delivery Points: 1

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Contractual ROFR

Notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Primary Term of this Agreement pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff. The rate for any such extension period shall be Transporter's then applicable maximum recourse rate.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

Additional Information

Atmos Energy Corporation (MS)
1100 Poydras Street, Suite 3400
New Orleans, LA 70163

Attention: Matt Davidson

RE: Discounted Rate Agreement
Rate Schedule FT-A Service Package No. 300264

Dear Matt:

In response to the request of Atmos Energy Corporation (MS) ("Atmos") and pursuant to Section 5.1 of Tennessee Gas Pipeline Company, L.L.C.'s ("Tennessee") Rate Schedule FT-A, Tennessee hereby agrees to adjust its then applicable Rate Schedule FT-A transportation rates for service provided under the above-referenced gas transportation agreement as follows:

1. a) If Atmos attempts to apply this Discounted Rate Agreement to any volumes or points not eligible for the discount and thereby fails to pay correctly invoiced and undisputed amounts, then, if such failure is not cured within thirty days of provision of notice by Tennessee to Atmos of such failure, Tennessee shall have the right, in its sole discretion, to immediately terminate this Discounted Rate Agreement with Atmos and/or to assess, from the date of such violation of the terms of this Discounted Rate Agreement, the applicable maximum rate on all transactions occurring under the Service Package for the month(s) in which such limits were exceeded.
- b) For the period commencing April 1, 2014, and extending through March 31, 2017, for gas delivered by Tennessee on behalf of Atmos to the following Zone 2 delivery meters including Greensburg Kentucky (420009), Campbellsville Kentucky (420010), Danville Kentucky (400462), Harrodsburg Kentucky (420028), Lancaster Kentucky (420029), Lebanon Kentucky (420030), Perryville Kentucky (420338), Hustonville Kentucky (420445), and Simpson (421000); to the following Zone L/1 delivery meters including Aberdeen Sales (420765), New Hope Sales (420766), Pine Springs Road (420807), Holcomb Mississippi (420506), Hardy Sta Miss (420328), Greenwood Mississippi (420211), Hamilton Mississippi (420411), Greenville Delivery (420911), Greenbrier Tennessee (420289), East Lobelville Tennessee (420042), Crowville Louisiana (420279), Transylvania Louisiana (420441), Robline Louisiana (420150), LaSalle Parish Nebo Sales (420755), Sabine Sales (420817), Petal Mississippi Storage (420702), Petal Storage Field (420797), Jefferson Island Storage (412398), Egan Storage (420822), Caledonia Storage (412734), Freebird Storage (412709), Monroe Storage (421061), Pine Prairie Storage (421043), Portland Storage Injection (460020 and 460025), Bear Creek Storage Injection (460017) as well as the future Monroe Shovan (2014) and West Monroe (2015) delivery meters under the above referenced gas transportation agreement, the applicable Rate Schedule FT-A rates for volumes received by Tennessee from any Zone 0, Zone L/1 or Zone 2 receipt meter will be the lesser of:
 - i) A monthly FT-A reservation rate of \$8.2125 per Dth, and a daily commodity rate of Tennessee's maximum applicable commodity rate per Dth;
or
 - ii) Tennessee's maximum monthly FT-A reservation and maximum daily commodity rates.

These rates apply to all secondary receipts and deliveries in the paths and zones described above. In addition, Atmos will pay ACA, applicable Fuel and Loss Retention (F&LR), Electric Power Cost Recovery (EPCR), and all other applicable surcharges as specified in Tennessee's currently effective FERC Gas Tariff ("Tennessee's Tariff").

c) For the period commencing April 1, 2014, and extending through March 31, 2017, subject to the conditions set forth in Section 5.4 of Rate Schedule FT-A, for volumes up to the TQ of the above-referenced gas transportation agreement, Tennessee hereby adjusts its currently effective Authorized Overrun rate to be equal to \$0.05 plus Tennessee's maximum applicable commodity rate for volumes received from any Zone 0, Zone L/1 or Zone 2 receipt point for gas delivered to:

Greensburg Kentucky (420009),
Campbellsville Kentucky (420010),
Danville Kentucky (400462),
Harrodsburg Kentucky (420028),
Lancaster Kentucky (420029),
Lebanon Kentucky (420030),
Perryville Kentucky (420338),
Hustonville Kentucky (420445),
Simpson (421000),
Aberdeen Sales (420765),
New Hope Sales (420766),
Pine Springs Road (420807),
Holcomb Mississippi (420506),
Hardy Sta Miss (420328),
Greenwood Mississippi (420211),
Hamilton Mississippi (420411),
Greenville Delivery (420911),
Greenbrier Tennessee (420289),
East Lobelville Tennessee (420042),
Crowville Louisiana (420279),
Transylvania Louisiana (420441),
Robline Louisiana (420150),
LaSalle Parish Nebo Sales (420755),
Sabine Sales (420817),
Petal Mississippi Storage (420702),
Petal Storage Field (420797),
Jefferson Island Storage (412398),
Egan Storage (420822),
Caledonia Storage (412734),
Freebird Storage (412709),
Monroe Storage (421061),
Pine Prairie Storage (421043),
Portland Storage Injection (460020 and 460025),
Bear Creek Storage Injection (460017), and
the future Monroe Shovan (2014) and West Monroe (2015) delivery meters

In addition, Atmos shall also pay ACA, applicable F&LR and EPCR and all other applicable surcharges specified in Tennessee's Tariff.

e) Receipts from and/or deliveries to points other than those listed above during the term of this Discounted Rate Agreement shall result in Atmos being assessed Tennessee's maximum reservation rate for the primary path divided by the number of days in the month for the entire contract TQ on the day(s) of such deliveries and the maximum daily commodity rates under Rate Schedule FT-A as well as the applicable ACA, F&LR, EPCR, and all other applicable surcharges.

2. If any terms of this Discounted Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee may immediately terminate this Discounted Rate Agreement. If any terms of this Discounted Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee and Atmos may mutually agree to amend this Discounted Rate Agreement in order to ensure that the original commercial intent of the parties is preserved. In the event that the parties cannot achieve mutual agreement, Tennessee reserves the right to immediately terminate this Discounted Rate Agreement.

If Atmos is interested in entering into the Discounted Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Atmos execute this Discounted Rate Agreement.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AGREED TO AND ACCEPTED
THIS ____ DAY OF _____, 2013.

By: _____

Name: _____

Title: _____

ATMOS ENERGY CORPORATION (MS)
AGREED TO AND ACCEPTED
THIS ____ DAY OF _____, 2013.

By: _____

Name: _____

Title: _____

Public

DR-01

DR 1e TGP FTA 95033

WKG-11549

Service Package No: 95033

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of November, 2012, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and ATMOS ENERGY CORPORATION (KY), a TEXAS and VIRGINIA Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I

DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during the term hereof, as specified on Exhibit A attached hereto. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit A attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II

TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III

POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit A attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V

QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule) (continued)

deemed to be Shipper's.

ARTICLE VI

RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

In addition, a discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.
- 6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule) (continued)

adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII

BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles VI and VII, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX

REGULATION

- 9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.
- 9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X

RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI

WARRANTIES

- 11.1 In addition to the warranties set forth in Article XI of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule) (continued)

as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- (b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.
- 11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII

TERM

- 12.1 This contract shall be effective as of 1 November, 2012 and shall remain in force and effect, unless modified as per Exhibit B, until 31 October, 2014 ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is less than one year, then notice of termination may be provided via PASSKEY; provided further, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article V, Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; and provided further, that if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.
- 12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.
- 12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VIII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule) (continued)

Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER
NOTICES: ATMOS ENERGY CORPORATION (KY)
377 RIVERSIDE DRIVE
SUITE 201
FRANKLIN, TN, USA-37064

Attention: KIM GRIFFITH

BILLING: ATMOS ENERGY CORPORATION (KY)
377 RIVERSIDE DRIVE
SUITE 201
FRANKLIN, TN, USA-37064

Attention: KIM GRIFFITH

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV

ASSIGNMENTS

- 14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article VI, Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV

MISCELLANEOUS

- 15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule) (continued)

- 15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: *Miller Mauer* *LM*
Agent and Attorney-in-Fact *10/5/11*

ATMOS ENERGY CORPORATION (KY)

BY: *K. Malter* *(KMB) KBC MD*

TITLE: KENNY MALTER
VP, Gas Supply & Services

DATE: _____

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT A
AMENDMENT NO. 0
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2012
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
ATMOS ENERGY CORPORATION (KY)

Amendment Effective Date: November 1, 2012

Service Package: 95033

Service Package TQ: 12000 Dth

BEGINNING DATE	ENDING DATE	TQ

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
11/1/2012	10/31/2014	011911	WHARTON COUNTY TRANSPORT EXCHANGE	ENTERPRISE TEXAS PIPELINE LLC	WHARTON	TX	00	R	100	12000
11/1/2012	10/31/2014	020009	GREENSBURG KENTUCKY	ATMOS ENERGY CORPORATION (KY)	GREEN	KY	02	D	100	100
11/1/2012	10/31/2014	020010	CAMPBELLSVILLE KENTUCKY	ATMOS ENERGY CORPORATION (KY)	TAYLOR	KY	02	D	100	100
11/1/2012	10/31/2014	020014	DANVILLE KENTUCKY	ATMOS ENERGY CORPORATION (KY)	BOYLE	KY	02	D	100	5800
11/1/2012	10/31/2014	020028	HARRODSBURG KENTUCKY	ATMOS ENERGY CORPORATION (KY)	BOYLE	KY	02	D	100	100
11/1/2012	10/31/2014	020029	LANCASTER KENTUCKY	ATMOS ENERGY CORPORATION (KY)	GARRARD	KY	02	D	100	5500
11/1/2012	10/31/2014	020030	LEBANON KENTUCKY	ATMOS ENERGY CORPORATION (KY)	MARION	KY	02	D	100	100

11/1/2012	10/31/2014	020338	PERRYVILLE KENTUCKY	ATMOS ENERGY CORPORATION (KY)	BOYLE	KY	02	D	100	100
11/1/2012	10/31/2014	020445	HUSTONVILLE KENTUCKY	ATMOS ENERGY CORPORATION (KY)	LINCOLN	KY	02	D	100	100
11/1/2012	10/31/2014	021000	SIMPSON	ATMOS ENERGY CORPORATION (KY)	SIMPSON	KY	02	D	100	100

Total Receipt TQ 12000

Total Delivery TQ 12000

Number of Receipt Points: 1

Number of Delivery Points: 9

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Contractual ROFR

Pursuant to Article V 4.1 of the General Terms and Conditions of Tennessee's FERC Gas Tariff, Tennessee shall grant contract holder a contractual right-of-first-refusal.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

WKG-11549-2

Date: 10/29/2013

KIM GRIFFITH
ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 1 to
Gas Transportation Agreement
Dated November 1, 2012
Service Package No. 95033-FTATGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) (ATMOS ENERGY (KY)) agree to amend the Agreement effective Nov 1, 2014, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5854.

Best regards,

Rita Kane
Sr. Account Representative
Transportation Services

Date: 10/29/2013

ATMOS ENERGY (KY)
Date: 10/29/2013
Contract number: 95033-FTATGP
Amendment number: 1
Amendment effective date: Nov 1, 2014

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

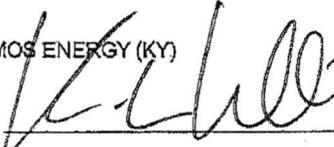
TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

ATMOS ENERGY (KY)

By: 

Title: _____

KBK
10/29
MP

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT A
AMENDMENT NO. 1
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2012
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014

Service Package: 95033-FTATGP

Service Package TQ: 12000 Dth

BEGINNING DATE	ENDING DATE	TQ
11/01/2014	03/31/2019	12000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
11/01/2014	03/31/2019	400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5800
11/01/2014	03/31/2019	411911	ETP/TGP WHARTON COUNTY TRANSPORT EX	ENTERPRISE TEXAS PIPELINE LLC	WHARTON	TX	0	R	100	12000
11/01/2014	03/31/2019	420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100
11/01/2014	03/31/2019	420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100
11/01/2014	03/31/2019	420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100
11/01/2014	03/31/2019	420029	ATMOS KY/TGP	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	5500

11/01/2014	03/31/2019	420030	LANCASTER KY GARRARD ATMOS KY/TGP	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100
11/01/2014	03/31/2019	420338	LEBANON KY MARION ATMOS KY/TGP	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100
11/01/2014	03/31/2019	420445	PERRYVILLE KY BOYLE ATMOS KY/TGP	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100
11/01/2014	03/31/2019	421000	HUSTONVILLE KY LINCOLN ATMOS KY/TGP	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100
			SIMPSON SIMPSON							

Total Receipt TQ 12000
Total Delivery TQ 12000

Number of Receipt Points: 1
Number of Delivery Points: 9

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Contractual ROFR

Notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Primary Term of this Agreement pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff. The rate for any such extension period shall be Transporter's then applicable maximum recourse rate.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
 (For Use Under FT-A Rate Schedule)

EXHIBIT A-1
 AMENDMENT NO. 1
 SHOWING REQUESTED CHANGES
 TO GAS TRANSPORTATION AGREEMENT
 DATED November 1, 2012
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY, L.L.C.
 AND
 ATMOS ENERGY (KY)

Amendment Effective Date: Nov 1, 2014

Service Package: 95033-FTATGP

Service Package TQ: 12000 Dth

BEGINNING DATE	ENDING DATE	TQ
11/01/2014	03/31/2019	12000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	REQUESTED CHANGE QTY
10/29/2013	10/29/2013	0	0	0	0	0	0	0	0	0	0

Total Receipt TQ 0

Total Delivery TQ 0

Number of Receipt Points: 0

Number of Delivery Points: 0

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Contractual ROFR

Notwithstanding anything in Article V, Section 4.1 of Transporter's Tariff to the contrary, Shipper shall have the right to extend the Primary Term of this Agreement pursuant to the procedures set forth in Article V, Section 4.2 of Transporter's Tariff. The rate for any such extension period shall be Transporter's then applicable maximum recourse rate.

Atmos Energy Corporation (KY)
1100 Poydras Street, Suite 3400
New Orleans, LA 70163

Attention: Matt Davidson

RE: Discounted Rate Agreement
Rate Schedule FT-A Service Package No. 95033 Amendment 1

Dear Matt:

In response to the request of Atmos Energy Corporation (KY) ("Atmos") and pursuant to Section 5.1 of Tennessee Gas Pipeline Company, L.L.C.'s ("Tennessee") Rate Schedule FT-A, Tennessee hereby agrees to adjust its then applicable Rate Schedule FT-A transportation rates for service provided under the above-referenced gas transportation agreement as follows:

1. a) If Atmos attempts to apply this Discounted Rate Agreement to any volumes or points not eligible for the discount and thereby fails to pay correctly invoiced and undisputed amounts, then, if such failure is not cured within thirty days of provision of notice by Tennessee to Atmos of such failure, Tennessee shall have the right, in its sole discretion, to immediately terminate this Discounted Rate Agreement with Atmos and/or to assess, from the date of such violation of the terms of this Discounted Rate Agreement, the applicable maximum rate on all transactions occurring under the Service Package for the month(s) in which such limits were exceeded.
- b) For the period commencing November 1, 2014, and extending through March 31, 2019, for gas delivered by Tennessee on behalf of Atmos to the following Zone 2 delivery meters including Greensburg Kentucky (420009), Campbellsville Kentucky (420010), Danville Kentucky (400462), Harrodsburg Kentucky (420028), Lancaster Kentucky (420029), Lebanon Kentucky (420030), Perryville Kentucky (420338), Hustonville Kentucky (420445), and Simpson (421000); to the following Zone L/1 delivery meters including Columbus AFB Exchange (420820), Aberdeen Sales (420765), New Hope Sales (420766), Pine Springs Road (420807), Holcomb Mississippi (420506), Hardy Sta Miss (420328), Greenwood Mississippi (420211), Hamilton Mississippi (420411), Greenville Delivery (420911), Greenbrier Tennessee (420289), East Lobelville Tennessee (420042), Crowville Louisiana (420279), Transylvania Louisiana (420441), Robline Louisiana (420150), LaSalle Parish Nebo Sales (420755), Sabine Sales (420817), Petal Mississippi Storage (420702), Petal Storage Field (420797), Jefferson Island Storage (412398), Egan Storage (420822), Caledonia Storage (412734), Freebird Storage (412709), Monroe Storage (421061), Pine Prairie Storage (421043), Portland Storage Injection (460020 and 460025), Bear Creek Storage Injection (460017) as well as the future Monroe Shovan (2014) and West Monroe (2015) delivery meters under the above referenced gas transportation

agreement, the applicable Rate Schedule FT-A rates for volumes received by Tennessee from any Zone 0, Zone L/1 or Zone 2 receipt meter will be the lesser of:

- i) A monthly FT-A reservation rate of \$8.2125 per Dth, and a daily commodity rate of Tennessee's maximum applicable commodity rate per Dth;
- or
- ii) Tennessee's maximum monthly FT-A reservation and maximum daily commodity rates.

In addition, Atmos will pay ACA, applicable Fuel and Loss Retention (F&LR), Electric Power Cost Recovery (EPCR), and all other applicable surcharges as specified in Tennessee's currently effective FERC Gas Tariff ("Tennessee's Tariff").

c) For the period commencing November 1, 2014, and extending through March 31, 2019, subject to the conditions set forth in Section 5.4 of Rate Schedule FT-A, for volumes up to the TQ of the above-referenced gas transportation agreement, Tennessee hereby adjusts its currently effective Authorized Overrun rate to be equal to \$0.05 plus Tennessee's maximum applicable commodity rate for volumes received from any Zone 0, Zone L/1 or Zone 2 receipt point for gas delivered to:

Greensburg Kentucky	(420009),
Campbellsville Kentucky	(420010),
Danville Kentucky	(400462),
Harrodsburg Kentucky	(420028),
Lancaster Kentucky	(420029),
Lebanon Kentucky	(420030),
Perryville Kentucky	(420338),
Hustonville Kentucky	(420445),
Simpson	(421000),
Columbus AFB Exchange	(420820),
Aberdeen Sales	(420765),
New Hope Sales	(420766),
Pine Springs Road	(420807),
Holcomb Mississippi	(420506),
Hardy Sta Miss	(420328),
Greenwood Mississippi	(420211),
Hamilton Mississippi	(420411),

Greenville Delivery	(420911),
Greenbrier Tennessee	(420289),
East Lobelville Tennessee	(420042),
Crowville Louisiana	(420279),
Transylvania Louisiana	(420441),
Robline Louisiana	(420150),
LaSalle Parish Nebo Sales	(420755),
Sabine Sales	(420817),
Petal Mississippi Storage	(420702),
Petal Storage Field	(420797),
Jefferson Island Storage	(412398),
Egan Storage	(420822),
Caledonia Storage	(412734),
Freebird Storage	(412709),
Monroe Storage	(421061),
Pine Prairie Storage	(421043),
Portland Storage Injection	(460020 and 460025),
Bear Creek Storage Injection and the future Monroe Shovan (2014)	(460017), future
and the future West Monroe (2015) delivery meters	future

In addition, Atmos shall also pay ACA, applicable F&LR and EPCR and all other applicable surcharges specified in Tennessee's Tariff.

d) Receipts from and/or deliveries to points other than those listed above during the term of this Discounted Rate Agreement shall result in Atmos being assessed Tennessee's maximum reservation rate for the primary path divided by the number of days in the month for the entire contract TQ on the day(s) of such deliveries and the maximum daily commodity rates under Rate Schedule FT-A as well as the applicable ACA, F&LR, EPCR, and all other applicable surcharges.

2 If any terms of this Discounted Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee may immediately terminate this Discounted Rate Agreement. If any terms of this Discounted Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee and Atmos may mutually agree to amend this Discounted Rate Agreement in order to ensure that the original commercial intent of the parties is preserved. In the event that the parties cannot achieve mutual agreement, Tennessee reserves the right to immediately terminate this Discounted Rate Agreement.

If Atmos is interested in entering into the Discounted Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Atmos execute this Discounted Rate Agreement.

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This ___ Day of _____, 20__

ATMOS ENERGY (KY)

By: _____

Title: _____

TCB
RCF
MD

2 If any terms of this Discounted Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee may immediately terminate this Discounted Rate Agreement. If any terms of this Discounted Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee and Atmos may mutually agree to amend this Discounted Rate Agreement in order to ensure that the original commercial intent of the parties is preserved. In the event that the parties cannot achieve mutual agreement, Tennessee reserves the right to immediately terminate this Discounted Rate Agreement.

If Atmos is interested in entering into the Discounted Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Atmos execute this Discounted Rate Agreement.

ACCEPTED AND AGREED TO
This 18th Day of November, 2013

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: Sital Mody

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO
This 31st Day of October, 2013

ATMOS ENERGY (KY)

By: Mathew Davidson

Title: _____

WKG-11549-3

Date: 1/21/2015

KIM GRIFFITH
ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 2 to
Gas Transportation Agreement
Dated November 1, 2012
Service Package No. 95033-FTATGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) agree to amend the Agreement effective April 1, 2019, to extend the term on the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by signing and returning to my attention both originals of this letter. Upon Tennessee's execution, an original will be forwarded to you for your files.

Should you have any questions, please do not hesitate to contact me at (713) 420-5952.

Best regards,

Dayna Owens
Contract Administrator
Transportation Services

Date: 1/21/2015

ATMOS ENERGY (KY)
Date: 1/21/2015
Page 2
Contract number: 95033-FTATGP
Amendment number: 2
Amendment effective date: April 1, 2019

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AMS
JEG
EAD

BY: [Signature]
Agent and Attorney-in-Fact

ATMOS ENERGY (KY)

BY: [Signature]

TITLE: PRESIDENT AND CEO

DATE: FEBRUARY 13, 2015

(AMS)
KBG
MD
[Signature]

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT A
AMENDMENT NO. 2
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2012
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: April 1, 2019

Service Package: 95033-FTATGP

Service Package TQ: 12000 Dth

BEGINNING DATE	ENDING DATE	TQ
04/01/2019	03/31/2025	12000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
04/01/2019	03/31/2025	400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5800
04/01/2019	03/31/2025	411911	ETP/TGP WHARTON COUNTY TRANSPORT EX	ENTERPRISE TEXAS PIPELINE LLC	WHARTON	TX	0	R	100	12000
04/01/2019	03/31/2025	420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100
04/01/2019	03/31/2025	420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100
04/01/2019	03/31/2025	420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100
04/01/2019	03/31/2025	420029	ATMOS KY/TGP	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	5500

04/01/2019	03/31/2025	420030	LANCASTER KY GARRARD ATMOS KY/TGP	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100
04/01/2019	03/31/2025	420338	LEBANON KY MARION ATMOS KY/TGP	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100
04/01/2019	03/31/2025	420445	PERRYVILLE KY BOYLE ATMOS KY/TGP	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100
04/01/2019	03/31/2025	421000	HUSTONVILLE KY LINCOLN ATMOS KY/TGP	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100
			SIMPSON SIMPSON							

Total Receipt TQ 12000
Total Delivery TQ 12000

Number of Receipt Points: 1
Number of Delivery Points: 9

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Contractual ROFR

Notwithstanding anything in Article V, Section 4.1 of the General Terms and Conditions ("GT&C") of Transporter's Tariff to the contrary, Shipper shall have the right to extend this Agreement beyond the Primary Term pursuant to the right-of-first-refusal procedures set forth in Article V, Section 4.2 of the GT&C of Transporter's Tariff; provided, however, that unless Shipper elects upon one year's prior written notice to Transporter to terminate this Agreement or to request a lesser extension term, this Agreement will automatically extend upon the expiration of the Primary Term for a term of five years at Transporter's then applicable maximum recourse rate.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED APRIL 1, 2019

BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY) 95033-FTATGP

REVENUE REDUCTION OPTION PROVISIONS*

Service Package: 95033-FTATGP ATMOS ENERGY (KY)

OPTION PERIOD(S) Transporter will provide 12 months' notice prior to the reduction option and Shipper will have 30 days to exercise its reduction option.

OPTION DESCRIPTION Shipper shall have a one-time right to reduce its TQ by a volume up to its full TQ under this Service Package, effective April 1, 2020, by providing 11 months' prior written notice to Transporter of its election.

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Additional Information

December 18, 2014

Atmos Energy Corporation (KY)
1100 Poydras Street, Suite 3400
New Orleans, LA 70163

Attention: Matt Davidson

RE: Discounted Rate Agreement
Rate Schedule FT-A Service Package No. 95033

Dear Matt:

In response to the request of Atmos Energy Corporation (KY) ("Atmos") and pursuant to Section 5.1 of Tennessee Gas Pipeline Company, L.L.C.'s ("Tennessee") Rate Schedule FT-A, Tennessee hereby agrees to adjust its then applicable Rate Schedule FT-A transportation rates for service provided under the above-referenced gas transportation agreement as follows:

1. a) If Atmos attempts to apply this Discounted Rate Agreement to any volumes and/or to any points not eligible for the discount and thereby fails to pay correctly invoiced and undisputed amounts, then, if such failure is not cured within thirty days of provision of notice by Tennessee to Atmos of such failure, Tennessee shall have the right, in its sole discretion, to immediately terminate this Discounted Rate Agreement with Atmos and/or to assess, from the date of such violation of the terms of this Discounted Rate Agreement, the applicable maximum rate on all transactions occurring under the Service Package for the month(s) in which such limits were exceeded.

b) For the period commencing April 1, 2019, and extending through March 31, 2025, for gas delivered by Tennessee on behalf of Atmos to any Zone 0, Zone L, Zone 1 or Zone 2 delivery meter under the above referenced gas transportation agreement, the applicable Rate Schedule FT-A rates for volumes received by Tennessee from any Zone 0, Zone L, Zone 1 or Zone 2 receipt meter will be:

- i) A monthly reservation rate equal to the lesser of (i) \$8.2125 per Dth, or (ii) Tennessee's maximum applicable monthly reservation rate.
- ii) A daily commodity rate of Tennessee's maximum applicable commodity rate.

The reservation and commodity rates specified above in Section 1(b) shall apply to all secondary receipts and deliveries in the paths and zones described above. In addition, Shipper shall also pay ACA, applicable Fuel and Loss Retention (F&LR) and Electric Power Cost Recovery (EPCR) charges and all applicable surcharges specified in Tennessee's FERC Gas Tariff ("Tariff"), as may be in effect from time to time.

c) Receipts from and/or deliveries to points other than those listed above during the term of this Discounted Rate Agreement shall result in Atmos being assessed Tennessee's maximum reservation rate under Rate Schedule FT-A for the primary path divided by the number of days in the month for the entire gas transportation agreement TQ on the day(s) of such deliveries and Tennessee's maximum daily commodity rates under Rate Schedule FT-A as well as the applicable F&LR and EPCR charges and all surcharges under Rate Schedule FT-A.

d) In accordance with Section 4.7 of Tennessee's Rate Schedule FT-A, Atmos may elect

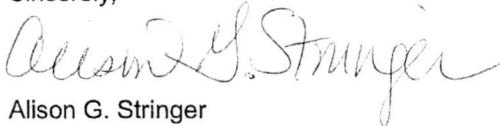
from time to time to amend its Primary Receipt Point(s) or Primary Delivery Point(s) from any current or future point located within Atmos' capacity path at the discounted reservation rates specified above in Sections 1(b). All amendments are subject to Atmos' TQ and available mainline, lateral and meter capacity. In no event shall Tennessee be obligated to modify facilities, nor shall revenue to Tennessee be reduced as a result of such amendments.

2. If any terms of this Discounted Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee may immediately terminate this Discounted Rate Agreement. If any terms of this Discounted Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee and Atmos may mutually agree to amend this Discounted Rate Agreement in order to ensure that the original commercial intent of the parties is preserved. In the event that the parties cannot achieve mutual agreement, Tennessee reserves the right to immediately terminate this Discounted Rate Agreement.

If Atmos is interested in entering into the Discounted Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Atmos execute this Discounted Rate Agreement, and return to the undersigned. This Discounted Rate Agreement will become binding upon the parties only after it then is accepted and executed by Tennessee's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

If an executed Discounted Rate Agreement is not returned via mail, email to Alison_Stringer@kindermorgan.com or facsimile to 713-369-9305 on or before February 13, 2015, then the Discounted Rate Agreement is nullified, and Atmos will be billed Tennessee's maximum reservation and commodity rates under Rate Schedule FT-A.

Sincerely,



Alison G. Stringer
Account Director, Marketing

AGREED TO AND ACCEPTED
THIS 17 DAY OF Feb., 2015
TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: 
Name: Sital Mody
Vice President, Marketing
Title: _____

AKS
JEG
EAO

AGREED TO AND ACCEPTED
THIS 13 DAY OF FEBRUARY, 2015
ATMOS ENERGY CORPORATION (KY)

By: 
Name: KIM R. COCKLIN
Title: PRESIDENT AND CEO

RMB
KBCG
MD


WKG-11549-5

**AMENDMENT NO. 1 TO DISCOUNTED RATE AGREEMENT
RATE SCHEDULE FT-A SERVICE PACKAGE 95033**

Tennessee Gas Pipeline Company, L.L.C. ("Tennessee") and the Atmos Energy Corporation - Kentucky Division ("Atmos") are parties to a Discounted Rate Agreement dated December 18, 2014 ("Agreement"). For purposes of this Amendment, Tennessee and Atmos may be referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, there exists the above-referenced Agreement for discounted rates, which such Agreement is associated with Service Package No. 95033;

WHEREAS, the Parties have agreed to amend the original Agreement as set forth herein to further clarify the amendment of Primary Receipt and Primary Delivery points as outlined in Section 1(e).

NOW THEREFORE, in consideration of the mutual benefits to be obtained herein, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The existing paragraph in Section 1(d) will be replaced in its entirety with the following:
 - e) In accordance with Section 4.7 of Tennessee's Rate Scheduled FT-A, Atmos may elect from time to time to amend its Primary Receipt Point(s) or Primary Delivery Point(s) from any current or future point located within Atmos' original capacity path to any current or future point located within Atmos' original capacity path at the discounted reservation rates specified above in Sections 1(b). Atmos' original capacity path runs from Zone 0 Wharton (411911) to Zone 2 Danville KY (400462), Zone 2 Greensburg KY (420009), Zone 2 Campbellsville KY (420010), Zone 2 Harrodsburg KY (420028), Zone 2 Lancaster KY (420029), Zone 2 Lebanon KY (420030), Zone 2 Perryville KY (420338), Zone 2 Hustonville KY (420445) and Zone 2 Simpson (421000). All amendments are subject to Atmos' TQ and available mainline, lateral and meter capacity. In no event shall Tennessee be obligated to modify facilities, nor shall revenue to Tennessee be reduced as a result of such amendments.
2. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Legal
 Regional Mgr
 Mgr Planning
 Dir Gas Supply
 [Signature]
 [Signature]
 [Signature]
 [Signature]

ATMOS ENERGY CORPORATION
 (XX)
 By: [Signature]
 Name: KENNY MALTER
 Title: VP, Gas Supply & Services
 Date: _____

ATMOS ENERGY CORPORATION
 (XX)
 By: [Signature]
 Name: Vice President
 Title: Marketing & Business Development
 Date: 6/20/16

ALS
 566
 6/20/16

AGREED AND ACCEPTED:

IN WITNESS WHEREOF, the parties sign by their agreement by signature below.

WKG-11549-6

Date: 7/13/2016

KIM GRIFFITH
ATMOS ENERGY (KY)
377 RIVERSIDE DRIVE
SUITE 201 FRANKLIN TN USA
37064

RE: Amendment No. 3 to
Gas Transportation Agreement
Dated November 1, 2012
Service Package No. 95033-FTATGP

Dear KIM GRIFFITH:

TENNESSEE GAS PIPELINE COMPANY, L.L.C. and ATMOS ENERGY (KY) agree to amend the Agreement effective Aug 1, 2016, to change the Primary Meters and the associated Meter Quantities as reflected in the Attached Revised Exhibit A.

Except as amended herein, all terms and provisions of the Agreement shall remain in full force and effect as written.

If the foregoing is in accordance with your understanding of the Agreement, please so indicate by electronically executing the amended exhibit below.

Should you have any questions, please do not hesitate to contact me at (713) 420-5952.

Best regards,

Dayna Owens
Sr. Account Representative
Transportation Services

Date: 7/13/2016

ATMOS ENERGY (KY)
Date: 7/13/2016
Page 2
Contract number: 95033-FTATGP
Amendment number: 3
Amendment effective date: Aug 1, 2016

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

BY: Kenny M. Malter
Agent and Attorney-In-Fact

ATMOS ENERGY (KY)
BY: [Signature]

TITLE: VP Gas Supply + Services
DATE: 7-25-2016

Legal [Signature]
Regional Mgr [Signature] KCG
Mgr Planning TEY
Dir Gas Supply MD

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT A
AMENDMENT NO. 3
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2012
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Aug 1, 2016

Service Package: 95033-FTATGP

Service Package TQ: 12000 Dth

BEGINNING DATE	ENDING DATE	TQ
08/01/2016	03/31/2025	12000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ
08/01/2016	03/31/2025	400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	5800
08/01/2016	03/31/2025	405345	POOLING PT-100 LEG-ZN 0-SOUTH	TENNESSEE GAS PIPELINE	WHARTON	TX	0	R	100	12000
08/01/2016	03/31/2025	420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100
08/01/2016	03/31/2025	420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100
08/01/2016	03/31/2025	420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100
08/01/2016	03/31/2025	420029	ATMOS KY/TGP LANCASTER KY	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	5500

08/01/2016	03/31/2025	420030	GARRARD ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100
08/01/2016	03/31/2025	420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100
08/01/2016	03/31/2025	420445	ATMOS KY/TGP HUSTONVILLE KY LINCOLN	ATMOS ENERGY (KY)	LINCOLN	KY	2	D	100	100
08/01/2016	03/31/2025	421000	ATMOS KY/TGP SIMPSON SIMPSON	ATMOS ENERGY (KY)	SIMPSON	KY	2	D	100	100

Total Receipt TQ 12000
Total Delivery TQ 12000

Number of Receipt Points: 1
Number of Delivery Points: 9

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Contractual ROFR

Notwithstanding anything in Article V, Section 4.1 of the General Terms and Conditions ("GT&C") of Transporter's Tariff to the contrary, Shipper shall have the right to extend this Agreement beyond the Primary Term pursuant to the right-of-first-refusal procedures set forth in Article V, Section 4.2 of the GT&C of Transporter's Tariff, provided, however, that unless Shipper elects upon one year's prior written notice to Transporter to terminate this Agreement or to request a lesser extension term, this Agreement will automatically extend upon the expiration of the Primary Term for a term of five years at Transporter's then applicable maximum recourse rate.

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED November 1 2012 November 1 ,2012

BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY) 95033-FTATGP

Service Package: 95033-FTATGP ATMOS ENERGY (KY)

OPTION PERIOD(S) Transporter will provide 12 months' notice prior to the reduction option and Shipper will have 30 days to exercise its reduction option.

OPTION DESCRIPTION Shipper shall have a one-time right to reduce its TQ by a volume up to its full TQ under this Service Package, effective April 1, 2020, by providing 11 months' prior written notice to Transporter of its election.

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
REVENUE REDUCTION
OPTION AS BID BY
THE SHIPPER:

NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)

EXHIBIT A-1
AMENDMENT NO. 3
SHOWING REQUESTED CHANGES
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2012
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
ATMOS ENERGY (KY)

Amendment Effective Date: Aug 1, 2016

Service Package: 95033-FTATGP

Service Package TQ: 12000 Dth

BEGINNING DATE	ENDING DATE	TQ
08/01/2016	03/31/2025	12000

BEGINNING DATE	ENDING DATE	METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	METER-TQ	REQUESTED CHANGE QTY
8/1/2016	3/31/2025	405345	POOLING PT-100 LEG-ZN 0-SOUTH	TENNESSEE GAS PIPELINE	WHARTON	TX	0	R	100	12000	12000
8/1/2016	3/31/2025	411911	ETP/TGP WHARTON COUNTY TRANSPORT EX	ENTERPRISE TEXAS PIPELINE LLC	WHARTON	TX	0	R	100	0	-12000

Total Receipt TQ 12000

Total Delivery TQ 0

Number of Receipt Points: 1

Number of Delivery Points: 0

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff.

Contractual ROFR

Notwithstanding anything in Article V, Section 4.1 of the General Terms and Conditions ("GT&C") of Transporter's Tariff to the contrary, Shipper shall have the right to extend this Agreement beyond the Primary Term pursuant to the right-of-first-refusal procedures set forth in Article V, Section 4.2 of the GT&C of Transporter's Tariff; provided, however, that unless Shipper elects upon one year's prior written notice to Transporter to terminate this Agreement or to request a lesser extension term, this Agreement will automatically extend upon the expiration of the Primary Term for a term of five years at Transporter's then applicable maximum recourse rate.

Public

DR-01

DR 1f TGT NNS 29760

Request No. 2989

FORM OF FIRM TRANSPORTATION AGREEMENT
RATE SCHEDULE NNS

Texas Gas Contract Number 29760

THIS AGREEMENT, dated October 23, 2009 made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and Atmos Energy Corporation, a Texas corporation, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS, Texas Gas desires to provide and Customer desires to receive no-notice service under its NNS Rate Schedule on the terms and conditions set forth herein;

WHEREAS, Texas Gas and Customer desire that effective December 1, 2009, this Agreement will supersede and replace the previously effective NNS Agreement No. 210 between Atmos Energy Corporation and Texas Gas dated November 1, 1993 as amended;

NOW THEREFORE, Texas Gas and Customer agree as follows:

1 Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule NNS, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the NNS Rate Schedule.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Daily Contract Demand			Time Periods
Winter	45,500	MMBtu/D	Each November 1 through March 31
Summer	22,292	MMBtu/D	Each May 1 through September 30
Shoulder Month (April)	36,367	MMBtu/D	Each April 1 through April 30
Shoulder Month (October)	40,177	MMBtu/D	Each October 1 through October 31
<u>Nominated Daily Quantity</u>			
Winter	26,450	MMBtu/D	Each November 1 through March 31
Summer	22,292	MMBtu/D	Each April 1 through October 31
<u>Unnominated Daily Quantity</u>			
Winter	19,050	MMBtu/D	
Shoulder Month (April)	9,525	MMBtu/D	
Shoulder Month (October)	13,335	MMBtu/D	
<u>Excess Unnominated Daily Quantity</u>	4,550	MMBtu/D	
<u>Seasonal Quantity Entitlement</u>			
Winter	5,358,950	MMBtu	Each November 1 through March 31
Summer	3,405,488	MMBtu	Each April 1 through October 31
<u>Unnominated Seasonal Quantity</u>	1,365,000	MMBtu	

3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
4. Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".
- 6.1 Primary Term: This Agreement shall become effective December 1, 2009 and remain in full force and effect for a primary term beginning December 1, 2009 (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through October 31, 2015.
- 6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of five (5) years, unless Customer terminates this agreement at the end of such primary or rollover term by giving Texas Gas at least three hundred sixty-five (365) days advance written notice prior to the expiration of such primary or rollover term.
7. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule NNS for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.
8. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
9. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.
10. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
11. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule NNS, as either or both may change from time to time, are incorporated by reference.
12. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas

Texas Gas Transmission, LLC
 3800 Frederica Street
 Post Office Box 20008
 Owensboro, Kentucky 42304
 Attention: Gas Accounting (Billings and Statements)
 Marketing Services (Other Matters)
 Scheduling Services (Nominations)
 Fax: (270) 688-6817

Customer

Atmos Energy Corporation-Kentucky
 377 Riverside Dr Ste 201
 Franklin, TN 37064-5393
 Attention:
 Fax:
 Other:

Internet Website Address: www.gasquest.txgt.com
Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

13. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:
Exhibit "A", Primary Point(s) of Receipt
Exhibit "B", Primary Point(s) of Delivery
Exhibit "C", Supply Lateral Capacity

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

ATMOS ENERGY CORPORATION

By *Kenny Malter*
Title KENNY MALTER
VP, Gas Supply & Services **MD**

TEXAS GAS TRANSMISSION, LLC

By *Matthew E. Kirk* *23 11/20/09*
Title SR VP Marketing & Operations *DWM*

Date of Execution by Customer: 11/19/2009

Date of Execution by Texas Gas: 12/3/09

EXHIBIT "A"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29760

EXHIBIT "A" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF RECEIPT

CONTRACT DEMAND (MMBTU/D): 45,500 WINTER
 36,367 APRIL
 22,292 SUMMER
 40,177 OCTOBER

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
North Louisiana	Haughton - Sharon	1	9461	Olin-Mc Goldrick	0	4,250
		1	2102	Champlin	3,017	3,017
East	Bosco - Eunice	SL	2288	Gr Southern-Mowata #2	730	730
		SL	2790	Henry-Hub	5,020	5,020
Southeast	Eunice East	SL	2840	Unocal-N Freshwater Bayou	2,902	2,902
		SL	9836	Texaco-Dog Lake	2,035	2,035
		SL	9895	Texaco-Bayou Sale	2,035	2,035
South	Egan - Eunice	SL	9415	Tejas Power-Egan	3,977	3,977
		SL	2392	LRC-Grand Cheniere	2,976	2,976
Southwest	East Cameron - Lowry	SL	2392	LRC-Grand Cheniere	2,976	2,976
		SL	9843	Mobil-Lowry	1,112	1,112
Mainline Pipeline	Calvert City	2	1885	Atmos KY Z-2 Shipper Ded	26,450	22,292

EXHIBIT "B"
 TO
 NNS FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29760

EXHIBIT "B" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF DELIVERY
 ZONE 2

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1885 CONTRACT DEMAND (MMBTU/D): 45,500 WINTER
 36,367 APRIL
 22,292 SUMMER
 40,177 OCTOBER

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
1885	Atmos KY Z-2 Shipper Ded, Marshall, KY		
	Beadlestown, Graves, KY		50
	Calvert City, Marshall, KY		500
	Eddyville, Lyon, KY		200
	Fredonia, Lyon, KY		100
	Grand Rivers, Livingston, KY		500
	Ken Bar, Marshall, KY		300
	Mayfield - Murray, Graves, KY		400
	Paducah, Marshall, KY		400
	Pryorsburg, Graves, KY		200
	Symsonia, Marshall, KY		200
	Water Valley, Graves, KY		150

*Available DRN numbers are posted on Texas Gas' internet website.

** Minimum Delivery Pressure

Note: See Facilities Reference report on Texas Gas' Internet website for explanation of facilities

EXHIBIT "C"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION - KENTUCKY

CONTRACT NUMBER 29760

EXHIBIT "C" EFFECTIVE DATE DECEMBER 1, 2009

SUPPLY LATERAL CAPACITY

**FIRM CONTRACT PATH: Order Sequence Number 1 on Mainline Pipeline
through
Order Sequence Number 21300 on Mainline Pipeline**

Supply Lateral	Capacity Rights (MMBtu/D)
<i>Zone 1 Supply Lateral(s)</i>	
North Louisiana Leg:	9,056
Total Zone 1:	9,056
<i>Zone SL Supply Lateral(s)</i>	
East Leg:	730
Southeast Leg:	11,992
South Leg:	3,977
Southwest Leg:	4,088
West Leg:	295
Total Zone SL:	21,082
Grand Total:	30,138

WKG-11431-3



3800 Frederica Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R6401
Contract No. 29760

January 29, 2014

Atmos Energy Corporation (Kentucky)
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Dear Mathew:

Reference is made to the Transportation Agreement (Agreement) dated October 23, 2009, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Contract Demand(s):		
Winter	44,500	MMBtu/D
Summer	21,802	MMBtu/D
Shoulder Month (April)	35,568	MMBtu/D
Shoulder Month (October)	39,294	MMBtu/D
<u>Nominated Daily Quantity</u>		
Winter	25,869	MMBtu/D
Summer	21,802	MMBtu/D
<u>Unnominated Daily Quantity</u>		
Winter	18,631	MMBtu/D
Shoulder Month (April)	9,316	MMBtu/D
Shoulder Month (October)	13,042	MMBtu/D
<u>Excess Unnominated Daily Quantity</u>	4,450	MMBtu/D
<u>Seasonal Quantity Entitlement</u>		
Winter	5,241,219	MMBtu
Summer	3,330,628	MMBtu
<u>Unnominated Seasonal Quantity</u>	1,335,000	MMBtu

B. Exhibit A, Primary Point(s) of Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt.

C. Exhibit A, Primary Point(s) of Delivery, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Delivery.

Contract No. 29760
Page 2
January 29, 2014

This amendment shall become effective February 1, 2014 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

ATMOS ENERGY CORPORATION
By: 
Title: KENNY MALTER
VP, Gas Supply & Services
Date of Execution by Customer: _____

Very truly yours,
TEXAS GAS TRANSMISSION, L.L.C. JB
2/3/14
By: 
Title: SE. V.P. MARKETING - ORIGINATOR
Date of Execution by Texas Gas: 1/30/14

EXHIBIT "A"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION
CONTRACT NUMBER: 29760
EXHIBIT "A" EFFECTIVE DATE: FEBRUARY 1, 2014
PRIMARY POINT(S) OF RECEIPT

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer

*Available DRN numbers are posted on Texas Gas' internet website.

EXHIBIT "B"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION
CONTRACT NUMBER: 29780
EXHIBIT "B" EFFECTIVE DATE: FEBRUARY 1, 2014

PRIMARY POINT(S) OF DELIVERY
ZONE 2

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1885 CONTRACT DEMAND (MMBTU/D): 44,500 WINTER
 35,668 APRIL
 21,802 SUMMER
 39,294 OCTOBER

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
1885	Atmos KY Z-2 Shipper Ded, Marshall, KY		
	Beadlestown, Graves, KY		50
	Calvert City, Marshall, KY		500
	Eddyville, Lyon, KY		200
	Fredonia, Lyon, KY		100
	Grand Rivers, Livingston, KY		500
	Ken Bar, Marshall, KY		300
	Mayfield - Murray, Graves, KY		400
	Paducah, Marshall, KY		400
	Pryorsburg, Graves, KY		200
	Symsonia, Marshall, KY		200
	Water Valley, Graves, KY		150

*Available DRN numbers are posted on Texas Gas' internet website.

** Minimum Delivery Pressure

Note: See Facilities Reference report on Texas Gas' Internet website for explanation of facilities

WKG-11431-7



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R7562
Contract No. 29760

March 30, 2015

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated October 23, 2009, as amended between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt

This amendment shall supersede the previous amendment dated February 27, 2015. This amendment shall become effective April 1, 2015 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

Very truly yours,

ATMOS ENERGY CORPORATION

TEXAS GAS TRANSMISSION, LLC

By: [Signature]

By: [Signature]

Title: KENNY MALTER
At. Gas Supply & Services

Title: V.P., Southern/Midwest Markets

Date of Execution by Customer: _____

Date of Execution by Texas Gas: 4/1/15

MD

Handwritten initials and notes: "KAC", "PMB", "JM"

Handwritten initials and date: "JB 4/1/15"

EXHIBIT A
 PRIMARY POINT(S)
 RECEIPT
 AGREEMENT NO.: 29760
 EFFECTIVE DATE: April 1, 2015

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	9866	DCP A.H.-Ada	1	7,039	2,279
	2102	EasTrans-Champlin	1	2,017	2,527
	9461	Olin-Mc Goldrick	1	0	4,250
East	2740	Superior-Pure	SL	0	730
Southeast	9412	Jefferson Island Storage	SL	2,035	2,035
	2790	Henry-Hub	SL	5,020	5,020
	2840	Unocal-N Freshwater Bayou	SL	2,902	2,902
	9895	Texaco-Bayou Sale	SL	2,035	2,035
South	9415	Egan Hub Storage	SL	3,977	3,977
Southwest	2392	LRC-Grand Cheniere	SL	2,976	2,976
	9843	Mobil-Lowry	SL	1,112	1,112
West	9028	Gas Energy Dev-Hayes	SL	0	295
Mainline Pipeline	2020	Enable-Perryville	1	1,671	0

WKG-11431-9



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R7687
Contract No. 29760

May 11, 2015

Atmos Energy Corporation (Kentucky)
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated October 23, 2009, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt

B. Exhibit B, Supply Lateral Capacity, shall be deleted in its entirety and replaced with the attached Exhibit B, Supply Lateral Capacity.

This amendment shall become effective May 16, 2015 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

ATMOS ENERGY CORPORATION
By: [Signature] ^{WKG} ^(RMB)
Kenny Malter
Title: VP, Gas Supply & Services

Date of Execution by Customer: _____

Very truly yours,
TEXAS GAS TRANSMISSION, LLC ^{Jul}
By: [Signature] ^{JB}
Title: V.P., Southern/Midwest Markets
5/14/15

Date of Execution by Texas Gas: 5/12/15

EXHIBIT A
 PRIMARY POINT(S)
 RECEIPT
 AGREEMENT NO.: 29760
 EFFECTIVE DATE: May 16, 2015

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana					
East	2102	EasTrans-Champlin	1	9,056	9,056
Southeast	2740	Superior-Pure	SL	0	730 ✓
	2780	Henry-Hub	SL	5,020	5,020 ✓
	2847	N. Lake Pagle #1	SL	2,902	2,902 ✓
	9412	Jefferson Island Storage	SL	2,035	2,035 ✓
South	9437	Dynamic-Taylor Point	SL	2,035	2,035 ✓
Southwest	8415	Egan Hub Storage	SL	3,977	3,977 ✓
West	2392	LRC-Grand Cheniere	SL	4,088	4,088 ✓
Mainline Pipeline	9028	Gas Energy Dev-Hayes	SL	0	295 ✓
	2020	Enable-Perryville	1	1,871	0 ✓
				30,784	30,138

EXHIBIT B
SUPPLY LATERAL CAPACITY
AGREEMENT NO.: 29760
EFFECTIVE DATE: May 16, 2015

Supply Lateral	Capacity Rights (MmBtu/Day)	
	Winter	Summer
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	<u>8,056</u>	<u>9,056</u>
Total Zone 1:	<u>8,056</u>	<u>9,056</u>
<u>Zone SL Supply Lateral(s)</u>		
East:	0	730
Southeast:	11,892	11,892
South:	3,977	3,977
Southwest:	4,088	4,088
West:	<u>0</u>	<u>286</u>
Total Zone SL:	<u>20,057</u>	<u>21,082</u>
Grand Total:	<u><u>29,113</u></u>	<u><u>30,138</u></u>

Public

DR-01

DR 1g TGT NNS 29762

Request No. 2993

FORM OF FIRM TRANSPORTATION AGREEMENT
RATE SCHEDULE NNS

Texas Gas Contract Number 29762

THIS AGREEMENT, dated October 23, 2009 made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and Atmos Energy Corporation, a Texas corporation, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS, Texas Gas desires to provide and Customer desires to receive no-notice service under its NNS Rate Schedule on the terms and conditions set forth herein;

WHEREAS, Texas Gas and Customer desire that effective December 1, 2009, this Agreement will supersede and replace the previously effective NNS Agreement No. 340 between Atmos Energy Corporation and Texas Gas dated November 1, 1993 as amended;

NOW THEREFORE, Texas Gas and Customer agree as follows:

1 Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule NNS, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the NNS Rate Schedule.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Daily Contract Demand			Time Periods
Winter	81,000	MMBtu/D	Each November 1 through March 31
Summer	67,375	MMBtu/D	May 1 through September 30
Shoulder Month (April)	81,000	MMBtu/D	Each April 1 through April 30
Shoulder Month (October)	81,000	MMBtu/D	October 1 through October 31
<u>Nominated Daily Quantity</u>			
Winter	64,717	MMBtu/D	Each November 1 through March 31
Summer	67,375	MMBtu/D	April 1 through October 31
<u>Unnominated Daily Quantity</u>			
Winter	16,283	MMBtu/D	
Shoulder Month (April)	8,141	MMBtu/D	
Shoulder Month (October)	11,397	MMBtu/D	
<u>Excess Unnominated Daily Quantity</u>	8,100	MMBtu/D	
<u>Seasonal Quantity Entitlement</u>			
Winter	11,872,267	MMBtu	Each November 1 through March 31
Summer	12,318,250	MMBtu	Each April 1 through October 31
<u>Unnominated Seasonal Quantity</u>	2,100,000	MMBtu	

3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".

6.1 Primary Term: This Agreement shall become effective December 1, 2009 and remain in full force and effect for a primary term beginning December 1, 2009 (with the rates and charges described in Paragraph 8 becoming effective on that date) and extending through October 31, 2015.

6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of five (5) years, unless Customer terminates this agreement at the end of such primary or rollover term by giving Texas Gas at least three hundred sixty-five (365) days advance written notice prior to the expiration of such primary or rollover term.

7. Contribution in Aid of Construction: To the extent this agreement is extended pursuant to Section 10.2(c) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the terms and conditions related to the modification or construction of any associated delivery point facilities shall be set forth as Exhibit "D".

8. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule NNS for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

9. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

10. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

11. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

12. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule NNS, as either or both may change from time to time, are incorporated by reference.

13. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

Texas Gas

Texas Gas Transmission, LLC
3800 Frederica Street
Post Office Box 20008
Owensboro, Kentucky 42304

Customer

Atmos Energy Corporation-Kentucky
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Attention: Gas Accounting (Billings and Statements)
Marketing Services (Other Matters)
Scheduling Services (Nominations)
Fax: (270) 688-6817
Internet Website Address: www.gasquest.txgt.com
Other:

Attention:
Fax:
Other:

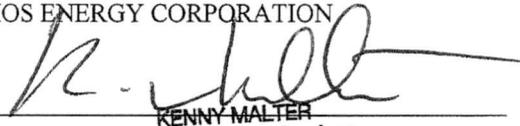
The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:
Exhibit "A", Primary Point(s) of Receipt
Exhibit "B", Primary Point(s) of Delivery
Exhibit "C", Supply Lateral Capacity
Exhibit "D", Terms and Conditions of Contribution in Aid of Construction

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

ATMOS ENERGY CORPORATION

TEXAS GAS TRANSMISSION, LLC

By 
KENNY MALTER
VP, Gas Supply & Services

By 
MD
SR VP Marketing & Origination

JB
11/20/09
DWM

Date of Execution by Customer: 11/19/2009

Date of Execution by Texas Gas: 12/3/09

EXHIBIT "A"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29762

EXHIBIT "A" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF RECEIPT

CONTRACT DEMAND (MMBTU/D): 81,000 WINTER
 81,000 APRIL
 67,375 SUMMER
 81,000 OCTOBER

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
North Louisiana	Haughton - Sharon					
		1	9461	Olin-Mc Goldrick	6,457	0
	Sharon Carthage West					
		1	2102	Champlin	6,078	14,202
East	Bosco - Eunice					
		SL	2288	Gr Southern-Mowata #2	1,223	1,223
Southeast	Eunice East					
		SL	2790	Henry-Hub	0	15,519
	Maurice - Freshwater					
		SL	2840	Unocal-N Freshwater Bayou	768	768
	Youngsville East					
		SL	9173	ANR-Calumet	0	8,941
		SL	9829	Trunkline-Centerville	30,623	0
		SL	9836	Texaco-Dog Lake	35	35
		SL	9895	Texaco-Bayou Sale	3,065	3,065
South	Egan - Eunice					
		SL	9415	Tejas Power-Egan	12,249	12,249
Southwest	East Cameron - Lowry					
		SL	2033	Little Chenier-ARCO	1,649	1,649
		SL	2392	LRC-Grand Cheniere	6,024	6,024
	Lowry - Eunice					
		SL	9446	Lowry	1	104

EXHIBIT "B"
 TO
 NNS FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29762

EXHIBIT "B" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF DELIVERY

ZONE 3

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1985 CONTRACT DEMAND (MMBTU/D):	4,851 WINTER 4,851 APRIL 4,035 SUMMER 4,851 OCTOBER
LOCATION NO. 1988 CONTRACT DEMAND (MMBTU/D):	3,611 WINTER 3,611 APRIL 3,003 SUMMER 3,611 OCTOBER
LOCATION NO. 1989 CONTRACT DEMAND (MMBTU/D):	54,896 WINTER 54,896 APRIL 45,663 SUMMER 54,896 OCTOBER
LOCATION NO. 1990 CONTRACT DEMAND (MMBTU/D):	5,362 WINTER 5,362 APRIL 4,460 SUMMER 5,362 OCTOBER
LOCATION NO. 1995 CONTRACT DEMAND (MMBTU/D):	12,280 WINTER 12,280 APRIL 10,214 SUMMER 12,280 OCTOBER

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY		
	Moseleyville, Daviess, KY		300
	Niagara, Henderson, KY		50
	St Joseph, Daviess, KY		110
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY		0
	Anthoston, Henderson, KY		50
	Baskett, Henderson, KY		200
	Country View, Henderson, KY		100
	Finley, Henderson, KY		80
	Hudson-Sebree, Henderson, KY		250
	Robards, Henderson, KY		150
	Rural KY Poole, Unknown, KY		50
	Sebree, Webster, KY		90

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
	Zion, Henderson, KY		110
1989	Atmos KY Z-3 SBG Deduct, Warren, KY		0
	Adairville, Logan, KY		90
	Alliance Rubber-Franklin, Simpson, KY		50
	Atmos-Russellville #3, Logan, KY		100
	Auburn, Logan, KY		100
	Bowling Green #1, Warren, KY		250
	Bowling Green #2, Warren, KY		250
	Bowling Green #3, Warren, KY		150
	Cave City, Barren, KY		150
	Corman Railroad-Rockfield, Warren, KY		50
	Donnelley, R.R., Barren, KY		150
	Elkton, Todd, KY		250
	Firestone-Bowling Green, Warren, KY		150
	Franklin #2, Simpson, KY		150
	Franklin #3, Warren, KY		150
	Glasgow #1, Barren, KY		50
	Glasgow #2, Barren, KY		150
	Greenville KY (WKG), Muhlenberg, KY		325
	Hiseville, Barren, KY		50
	Horse Cave, Hart, KY		125
	Horse Cave #2, Hart, KY		
	Logan Aluminum (Anaconda), Logan, KY		250
	Luzerne, Muhlenberg, KY		75
	Oakland, Warren, KY		50
	Park City, Barren, KY		50
	River Oaks, Hart, KY		125
	Rocky Hill, Edmonson, KY		50
	Rural A W Rowland, Unknown, KY		
	Rural KY, Unknown, KY		50
	Rural KY Anton, Unknown, KY		50
	Rural KY Bowling Green, Unknown, KY		50
	Rural KY C City Glasgo, Unknown, KY		50
	Rural KY Greenville, Unknown, KY		50
	Rural KY Russellville, Unknown, KY		50
	Rural Wilhem Rd., Logan, KY		
	Rural-KY-WKG, Hopkins, KY		50
	Rural-KY-WKG, Simpson, KY		50
	Russellville #2, Logan, KY		200
	Sacramento, Muhlenberg, KY		350
	Shaker Ridge Subdivision, Logan, KY		50
	Shetland Hills, Barren, KY		50
	Smiths Grove, Warren, KY		50
	Wells Road, Logan, KY		50
	Whitney Wood Road, Barren, KY		50
1990	Atmos KY Z-3 SLN Deduct, Unknown, KY		0
	Hanson, Hopkins, KY		70
	Madisonville, Hopkins, KY		280
	Mortons Gap, Hopkins, KY		110
	Nortonville, Hopkins, KY		280
	Otter Lake Loop Road, Hopkins, KY		175
	Rural Hayden Farm, Hopkins, KY		0
	Rural KY Madisonville, Unknown, KY		50

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
	South Hopkins, Hopkins, KY		0
	South Hopkins, Unknown, KY		
	WKG-Slaughters, Webster, KY		90
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY		0
	Calhoun, McLean, KY		550
	Cloverport, Breckinridge, KY		100
	Commonwealth #1, Daviess, KY		100
	Commonwealth #2, Daviess, KY		
	Dixon, Hopkins, KY		350
	Glenville, McLean, KY		75
	Habit, Daviess, KY		350
	Hartford, Daviess, KY		500
	Harvey Aluminum, Hancock, KY		375
	Hawesville #1, Hancock, KY		75
	Hawesville #2 (WES-COR), Hancock, KY		350
	Marion, Caldwell, KY		300

*Available DRN numbers are posted on Texas Gas' internet website.

** Minimum Delivery Pressure

Note: See Facilities Reference report on Texas Gas' Internet website for explanation of facilities

EXHIBIT "C"
 TO
 NNS FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION - KENTUCKY

CONTRACT NUMBER 29762

EXHIBIT "C" EFFECTIVE DATE DECEMBER 1, 2009

SUPPLY LATERAL CAPACITY

FIRM CONTRACT PATH:

MAINLINE ORDER SEQUENCE NUMBER 1 THROUGH 31200: 9,708 - Winter
 10,214 - Summer

MAINLINE ORDER SEQUENCE NUMBER 1 THROUGH 800 ON SLTRS/BOWLING GREEN: 44,007 – Winter
 45,663 – Summer

MAINLINE ORDER SEQUENCE NUMBER 1 THROUGH 25 ON SLTRS/MONTEZUMA: 3,883 – Winter
 4,035 – Summer

MAINLINE ORDER SEQUENCE NUMBER 1 THROUGH 450 ON SLTRS/EVANSVILLE: 2,589 – Winter
 3,003 – Summer

MAINLINE ORDER SEQUENCE NUMBER 1 THROUGH 300 ON SLTRS/NORTONVILLE: 4,530 – Winter
 4,460 - Summer

Supply Lateral	Capacity Rights (MMBtu/D)
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Zone 1 Supply Lateral(s)

North Louisiana Leg:	18,243
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Total Zone 1:	18,243
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Zone SL Supply Lateral(s)

East Leg:	1,223
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Southeast Leg:	34,491
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South Leg:	12,249
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Southwest Leg:	10,540
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West Leg:	367
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Total Zone SL:	58,870
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Grand Total:	77,113
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EXHIBIT "D"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION

CONTRACT NUMBER 29762

EXHIBIT "D" EFFECTIVE DATE DECEMBER 1, 2009

TERMS AND CONDITIONS OF CONTRIBUTION IN AID OF CONSTRUCTION

Texas Gas will provide Atmos-Kentucky with up to \$250,000 annually to utilize for system improvements and enhancements to meet growing customer needs and increase load on the Texas Gas system.

WKG-11432-4



3800 Frederica Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R6396
Contract No. 29762

January 29, 2014

Atmos Energy Corporation (Kentucky)
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Dear Mathew:

Reference is made to the Transportation Agreement (Agreement) dated October 23, 2009, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Contract Demand(s):		
Winter	82,000	MMBtu/D
Summer	67,865	MMBtu/D
Shoulder Month (April)	81,799	MMBtu/D
Shoulder Month (October)	81,883	MMBtu/D
<u>Nominated Daily Quantity</u>		
Winter	65,298	MMBtu/D
Summer	67,865	MMBtu/D
<u>Unnominated Daily Quantity</u>		
Winter	16,702	MMBtu/D
Shoulder Month (April)	13,934	MMBtu/D
Shoulder Month (October)	14,018	MMBtu/D
<u>Excess Unnominated Daily Quantity</u>	8,200	MMBtu/D
<u>Seasonal Quantity Entitlement</u>		
Winter	11,990,000	MMBtu
Summer	12,393,110	MMBtu
<u>Unnominated Seasonal Quantity</u>	2,130,000	MMBtu

B. Exhibit A, Primary Point(s) of Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt.

C. Exhibit A, Primary Point(s) of Delivery, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Delivery.

Contract No. 29762
Page 2
January 29, 2014

This amendment shall become effective February 1, 2014 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

ATMOS ENERGY CORPORATION

By: *Kenny Malter*

Title: KENNY MALTER
VP, Gas Supply & Services

Date of Execution by Customer: _____

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

By: *Mark T. Moore*

Title: SE. V.P. MARKETING & ORIGINATOR

Date of Execution by Texas Gas: 1/30/14

43
2/3/14

EXHIBIT "A"
 TO
 NNS FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION
 CONTRACT NUMBER: 29762
 EXHIBIT "A" EFFECTIVE DATE: FEBRUARY 1, 2014

PRIMARY POINT(S) OF RECEIPT

CONTRACT DEMAND (MMBTU/D): 82,000 WINTER
 84,416 APRIL
 67,865 SUMMER
 87,756 OCTOBER

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
North Louisiana	Sharon Carthage East SCE	1	9461	Olin-Mc Goldrick	6,457	0
		1	2102	EasTrans-Champlin	7,078	14,692
East	Bosco - Eunice	SL	2288	Gr Southern-Mowata #2	1,223	1,223
Southeast	Eunice Youngsville	SL	2840	Unocal-N Freshwater Bayou	768	768
		SL	2790	Henry-Hub	0	15,519
	Youngsville East	SL	9173	ANR-Calumet	0	8,941
		SL	9829	Trunkline-Centerville	30,623	0
South	Egan - Eunice	SL	9895	Texaco-Bayou Sale	3,065	3,065
		SL	9415	Tejas Power-Egan	12,249	12,249
Southwest	East Cameron - Eunice	SL	2033	Little Chenier-ARCO	1,648	1,649
		SL	2392	LRC-Grand Cheniere	6,024	6,024
		SL	9843	Mobil-Lowry	2,866	2,763
		SL	9446	Lowry	1	104
Mainline Pipeline	Clarksdale	1	9303	Helena No. 2	4,622	4,622

EXHIBIT "A"
 TO
 NNS FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION
 CONTRACT NUMBER: 29762
 EXHIBIT "A" EFFECTIVE DATE: FEBRUARY 1, 2014

PRIMARY POINT(S) OF RECEIPT

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
	Columbia					
		1	2020	CenterPoint-Perryville	6,650	6,650
		1	8760	Gulf South-Lonewa	5,708	4,041
	Eunice					
		SL	9880	ANR - Eunice	14,260	14,260
		3	1995	Atmos KY Z-3 Mainline Ded	64,717	67,375

*Available DRN numbers are posted on Texas Gas' internet website.

EXHIBIT "B"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 28762

EXHIBIT "B" EFFECTIVE DATE: FEBRUARY 1, 2014

PRIMARY POINT(S) OF DELIVERY
ZONE 3

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1985 CONTRACT DEMAND (MMBTU/D):	4,851 WINTER 4,851 APRIL 4,035 SUMMER 4,851 OCTOBER
LOCATION NO. 1988 CONTRACT DEMAND (MMBTU/D):	3,611 WINTER 3,611 APRIL 3,003 SUMMER 3,611 OCTOBER
LOCATION NO. 1989 CONTRACT DEMAND (MMBTU/D):	54,896 WINTER 54,896 APRIL 45,663 SUMMER 54,896 OCTOBER
LOCATION NO. 1990 CONTRACT DEMAND (MMBTU/D):	5,362 WINTER 5,362 APRIL 4,460 SUMMER 5,362 OCTOBER
LOCATION NO. 1995 CONTRACT DEMAND (MMBTU/D):	13,280 WINTER 13,709 APRIL 10,704 SUMMER 13,163 OCTOBER

Location or Meter No*	Location or Meter Name	Facilities	MDP (psig)**
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY		
	Moseleyville, Davless, KY		300
	Niagara, Henderson, KY		50
	St Joseph, Daviess, KY		110
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY		0
	Anthoston, Henderson, KY		50
	Basket, Henderson, KY		200
	Country View, Henderson, KY		100

Location or Meter No*	Location or Meter Name	Facilities	MDP (psig)**
	Finley, Henderson, KY		80
	Hudson-Sebree, Henderson, KY		250
	Robards, Henderson, KY		150
	Rural KY Poole, Unknown, KY		50
	Sebree, Webster, KY		90
	Zion, Henderson, KY		110
1989	Atmos KY Z-3 SBG Deduct, Warren, KY		0
	Adairville, Logan, KY		90
	Alliance Rubber-Franklin, Simpson, KY		50
	Atmos-Russellville #3, Logan, KY		100
	Auburn, Logan, KY		100
	Bowling Green #1, Warren, KY		250
	Bowling Green #2, Warren, KY		250
	Bowling Green #3, Warren, KY		150
	Cave City, Barren, KY		150
	Corman Railroad-Rockfield, Warren, KY		50
	Donnelley, R.R., Barren, KY		150
	Elkton, Todd, KY		260
	Firestone-Bowling Green, Warren, KY		150
	Franklin #2, Simpson, KY		150
	Franklin #3, Warren, KY		150
	Glasgow #1, Barren, KY		50
	Glasgow #2, Barren, KY		150
	Greenville KY (WKG), Muhlenberg, KY		325
	Hiseville, Barren, KY		50
	Horse Cave, Hart, KY		125
	Horse Cave #2, Hart, KY		
	Logan Aluminum (Anaconda), Logan, KY		250
	Luzerne, Muhlenberg, KY		75
	Oakland, Warren, KY		50
	Park City, Barren, KY		50
	River Oaks, Hart, KY		125
	Rocky Hill, Edmonson, KY		50
	Rural A W Rowland, Unknown, KY		
	Rural KY, Unknown, KY		50
	Rural KY Anton, Unknown, KY		50
	Rural KY Bowling Green, Unknown, KY		50
	Rural KY C City Glasgo, Unknown, KY		50
	Rural KY Greenville, Unknown, KY		50
	Rural KY Russellville, Unknown, KY		50
	Rural KY-Northridge, Warren, KY		
	Rural Wilhem Rd., Logan, KY		
	Rural-KY-WKG, Hopkins, KY		50
	Rural-KY-WKG, Simpson, KY		50

Location or Meter No*	Location or Meter Name	Facilities	MDP (psig)**
	Russellville #2, Logan, KY		200
	Sacramento, Muhlenberg, KY		350
	Shaker Ridge Subdivision, Logan, KY		50
	Shetland Hills, Barren, KY		50
	Smiths Grove, Warren, KY		50
	Wells Road, Logan, KY		50
	Whitney Wood Road, Barren, KY		50
1990	Atmos KY Z-3 SLN Deduct, Unknown, KY		0
	Hanson, Hopkins, KY		70
	Madisonville, Hopkins, KY		280
	Mortons Gap, Hopkins, KY		110
	Nortonville, Hopkins, KY		280
	Otter Lake Loop Road, Hopkins, KY		175
	Rural Hayden Farm, Hopkins, KY		50
	Rural KY Madisonville, Hopkins, KY		50
	South Hopkins, Hopkins, KY		50
	South Hopkins, Unknown, KY		50
	WKG-Slaughters, Webster, KY		90
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY		0
	Calhoun, McLean, KY		550
	Cloverport, Breckinridge, KY		100
	Commonwealth #1, Daviess, KY		100
	Commonwealth #2, Daviess, KY		100
	Dixon, Hopkins, KY		350
	Glenville, McLean, KY		75
	Habit, Daviess, KY		350
	Hartford, Daviess, KY		600
	Harvey Aluminum, Hancock, KY		375
	Hawesville #1, Hancock, KY		75
	Hawesville #2 (WES-COR), Hancock, KY		350
	Livermore, McLean, KY		20
	Marion, Caldwell, KY		300

*Available DRN numbers are posted on Texas Gas' internet website.

** Minimum Delivery Pressure

Note: See Facilities Reference report on Texas Gas' Internet website for explanation of facilities



WKG-11432-7

610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R7410
Contract No. 29762

February 27, 2015

Atmos Energy Corporation (Kentucky)
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated October 23, 2009, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

- A. Exhibit A, Primary Point(s) of Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt
- B. Exhibit C, Supply Lateral Capacity, shall be deleted in its entirety and replaced with the attached Exhibit C, Supply Lateral Capacity.

This amendment shall become effective April 1, 2015 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

By: Scott Ray 

Title: Man Customer Service

Date of Execution by Texas Gas: 2/11/15

EXHIBIT A

PRIMARY POINT(S)
RECEIPT

AGREEMENT NO.: 29762

EFFECTIVE DATE: April 1, 2015

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	2102	EasTrans-Champlin	1	7,078	14,692
	9461	Olin-Mc Goldrick	1	6,457	0
Southeast	2790	Henry-Hub	SL	0	15,519
	2840	Unocal-N Freshwater Bayou	SL	768	768
	9173	ANR-Calumet	SL	0	8,941
	9829	Trunkline-Centerville	SL	30,623	0
	9895	Texaco-Bayou Sale	SL	3,065	3,065
South	9415	Egan Hub Storage	SL	12,249	12,249
Southwest	2033	Little Chenier-ARCO	SL	1,649	1,649
	2392	LRC-Grand Cheniere	SL	6,024	6,024
	9446	Lowry	SL	1	104
	9843	Mobil-Lowry	SL	2,866	2,763
Mainline Pipeline	2020	Enable-Perryville	1	2,182	5,236

EXHIBIT C
SUPPLY LATERAL CAPACITY
AGREEMENT NO.: 29762
EFFECTIVE DATE: April 1, 2015

Supply Lateral	Capacity Rights (MmBtu/Day)	
	Winter	Summer
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	18,243	18,243
Total Zone 1:	18,243	18,243
<u>Zone SL Supply Lateral(s)</u>		
East:	0	0
Southeast:	34,491	34,491
South:	12,249	12,249
Southwest:	10,540	10,540
West:	0	0
Total Zone SL:	57,280	57,280
Grand Total:	75,523	75,523

Request No. 8218

Rate Schedule NNS
 Agreement/Contract No.: 29762
 Dated: January 15, 2016

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation, ("Customer"). This Agreement supersedes and replaces in its entirety that certain NNS Agreement by and between Texas Gas and Customer, dated October 23, 2009 (Agreement No. 29762).

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s):

Winter	82,000	MMBtu/D
Summer	67,865	MMBtu/D
Shoulder Month (April)	81,799	MMBtu/D
Shoulder Month (October)	81,883	MMBtu/D

Nominated Daily Quantity

Winter	65,298	MMBtu/D
Summer	67,865	MMBtu/D

Unnominated Daily Quantity

Winter	16,702	MMBtu/D
Shoulder Month (April)	13,934	MMBtu/D
Shoulder Month (October)	14,018	MMBtu/D

Excess Unnominated Daily Quantity

8,200	MMBtu/D
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Seasonal Quantity Entitlement

Winter	11,990,000	MMBtu
Summer	12,393,110	MMBtu

Unnominated Seasonal Quantity

2,130,000	MMBtu
-----------	-------

Term: This Agreement shall be effective beginning February 1, 2016 and shall continue in full force and effect through October 31, 2020.

At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

- Exhibit A, Primary Points
- Exhibit B, Supply Lateral Capacity
- Exhibit C, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

AW Texas Gas Transmission, LLC Signature: *David W Moseley* Date: *1/28/16* *AB*
Name: *DAVID W MOSELEY* Title: *V.P., Southern/Midwest Markets* *2/1/16*

Atmos Energy Corporation Signature: *K. Malter* Date: *1/28/16* *MD*
Name: *K. MALTER* Title: *V.P. Gas Supply*

Signature Page to NNS Agreement No. 29762, dated January 15, 2016.

Rate Schedule: NNS
 Agreement No.: 29762
 Primary Point(s) of Receipt
 Effective Date: February 1, 2016

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	2102	EasTrans-Champlin	1	7,078	14,692
	2760	Sligo Plant	1	8,457	0
	9539	Cotton Valley	1	4,708	3,551
Southeast	2790	Henry-Hub	SL	9,491	9,491
South	9829	Trunkline-Centerville	SL	25,000	25,000
	9415	Egan Hub Storage	SL	12,249	12,249
Southwest	2033	Little Chenier-ARCO	SL	4,516	4,516
	2392	LRC-Grand Cheniere	SL	6,024	6,024
Mainline Pipeline	2020	Enable-Perlyville	1	2,182	5,236

Rate Schedule: NNS
 Agreement No.: 29762
 Primary Point(s) of Delivery
 Effective Date: February 1, 2016

Exhibit A
 Primary Point(s)

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1985 CONTRACT DEMAND (MMBTU/D): 4,851 WINTER
 4,851 APRIL
 4,035 SUMMER
 4,851 OCTOBER

LOCATION NO. 1988 CONTRACT DEMANT (MMBTU/D): 3,611 WINTER
 3,611 APRIL
 3,003 SUMMER
 3,611 OCTOBER

LOCATION NO. 1989 CONTRACT DEMAND (MMBTU/D): 54,896 WINTER
 54,896 APRIL
 45,663 SUMMER
 54,896 OCTOBER

LOCATION NO. 1990 CONTRACT DEMAND (MMBTU/D): 5,362 WINTER
 5,362 APRIL
 4,460 SUMMER
 5,362 OCTOBER

LOCATION NO. 1995 CONTRACT DEMAND (MMBTU/D): 13,280 WINTER
 13,079 APRIL
 10,704 SUMMER
 13,163 OCTOBER

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (psig)*
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY	3	
	Moseleyville, Daviess, KY		300
	Niagara, Henderson, KY		50
	St Joseph, Daviess, KY		110
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY	3	
	Anthoston, Henderson, KY		50
	Baskett, Henderson, KY		200
	Country View, Henderson, KY		100
	Finley, Henderson, KY		80
	Hudson-Sebree, Henderson, KY		250
	Robards, Henderson, KY		150
Rural KY Poole, Unknown, KY	50		

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (psig)*
	Sebree, Webster, KY		90
	Zion, Henderson, KY		110
1989	Atmos KY Z-3 SBG Deduct, Warren, KY	3	
	Adairville, Logan, KY		90
	Alliance Rubber-Franklin, Simpson, KY		50
	Atmos- South Union Del, Logan, KY		
	Atmos-Russellville #3, Logan, KY		100
	Auburn, Logan, KY		100
	Bowling Green #1, Warren, KY		250
	Bowling Green #2, Warren, KY		250
	Bowling Green #3, Warren, KY		150
	Cave City, Barren, KY		150
	Corman Railroad-Rockfield, Warren, KY		50
	Donnelley, R.R., Barren, KY		150
	Elkton, Todd, KY		250
	Firestone-Bowling Green, Warren, KY		150
	Franklin #2, Simpson, KY		150
	Franklin #3, Warren, KY		150
	Glasgow #1, Barren, KY		50
	Glasgow #2, Barren, KY		150
	Greenville KY (WKG), Muhlenberg, KY		325
	Hiseville, Barren, KY		50
	Horse Cave #2, Hart, KY		
	Logan Aluminum (Anaconda), Logan, KY		250
	Luzerne, Muhlenberg, KY		75
	Oakland, Warren, KY		50
	Park City, Barren, KY		50
	River Oaks, Hart, KY		125
	Rocky Hill, Edmonson, KY		50
	Rural A W Rowland, Unknown, KY		
	Rural KY, Unknown, KY		50
	Rural KY Anton, Unknown, KY		50
	Rural KY Bowling Green, Unknown, KY		50
	Rural KY C City Glasgo, Unknown, KY		50
	Rural KY Greenville, Unknown, KY		50
	Rural KY Russellville, Unknown, KY		50
	Rural KY Northridge, Warren, KY		
	Rural Wilhem Rd., Logan, KY		
	Rural-KY-WKG, Hopkins, KY		50
	Rural-KY-WKG, Simpson, KY		50
	Russelville #2, Logan, KY		200
	Sacramento, Muhlenberg, KY		350
	Shaker Ridge Subdivision, Logan, KY		50
	Shetland Hills, Barren, KY		50
	Smiths Grove, Warren, KY		50
	Wells Road, Logan, KY		50
	Whitney Wood Road, Barren, KY		50

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (psig)*
1990	Atmos KY Z-3 SLN Deduct, Unknown, KY	3	
	Hanson, Hopkins, KY		70
	Madisonville, Hopkins, KY		280
	Mortons Gap, Hopkins, KY		110
	Nortonville, Hopkins, KY		280
	Otter Lake Loop Road, Hopkins, KY		175
	Rural Hayden Farm, Hopkins, KY		50
	Rural KY Madisonville, Hopkins, KY		50
	South Hopkins, Hopkins, KY		50
	South Hopkins, Unknown, KY		50
	WKG-Slaughters, Webster, KY	90	
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY	3	
	Calhoun, McLean, KY		550
	Cloverport, Breckinridge, KY		100
	Commonwealth #1, Daviess, KY		100
	Commonwealth #2, Daviess, KY		
	Dixon, Hopkins, KY		350
	Glenville, McLean, KY		75
	Habit, Daviess, KY		350
	Hartford, Daviess, KY		500
	Harvey Aluminum, Hancock, KY		375
	Hawesville #1, Hancock, KY		75
	Hawesville #2 (WES-COR), Hancock, KY		350
	Livermore, McLean, KY		20
Marion, Caldwell, KY	300		

Transportation Path:

Mainline Pipeline 1 through Sltrs/Montezuma Mkt Lat 25
Mainline Pipeline 1 through Sltrs/Nortonville Mkt Lat 300
Mainline Pipeline 1 through Sltrs/Evansville Mkt Lat 450
Mainline Pipeline 1 through Sltrs/Bowl Green Mkt Lat 800
Mainline Pipeline 1 through Mainline Pipeline 31200

* Minimum Delivery Pressure

Rate Schedule:NNS
Agreement No.: 29762
SUPPLY LATERAL CAPACITY
EFFECTIVE DATE: February 1, 2016

EXHIBIT B

Supply Lateral	Capacity Rights (MmBtu/Day)	
	Winter	Summer
Zone 1 Supply Lateral(s)		
North Louisiana:	18,243	18,243
Total Zone 1:	18,243	18,243
Zone SL Supply Lateral(s)		
East:	0	0
Southeast:	34,491	34,491
South:	12,249	12,249
Southwest:	10,540	10,540
West:	0	0
Total Zone SL:	57,280	57,280
Grand Total:	75,523	75,523

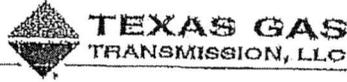
Rate Schedule: NNS
Agreement No.: 29702
Contract Notices
Effective Date: February 1, 2016
EXHIBIT C

Contract Notices:

Customer Correspondence:
Almos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064

Texas Gas Correspondence:
Texas Gas Transmission, LLC
610 W. Second Street
Owensboro, KY 42301

Attention:
Contract Administration (Contractual matters)
Commercial Accounting (Invoice matters)
Customer Services (Scheduling and Allocation matters)
(270)826-8686



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R9299
Contract No. 29762

August 3, 2017

Atmos Energy Corporation (Kentucky Division)
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated January 15, 2016, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Receipt shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt

This amendment shall become effective September 1, 2017 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

Very truly yours,

ATMOS ENERGY CORPORATION

TEXAS GAS TRANSMISSION, LLC

By: [Signature]

By: [Signature]

Title: _____

Title: VP LDC/Utility Mkt

Date of Execution by Customer: _____

Date of Execution by Texas Gas: 8/14/17

Legal [Signature]
Regional Mgr [Signature] YBA
Mgr Planning [Signature]
Dir Gas Supply [Signature] MD

Rate Schedule: NNS
 Agreement No.: 28762
 Primary Point(s) of Receipt
 Effective Date: September 1, 2017

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	2102	EasTrans-Champlin	1	7,078	14,892
	2760	Silgo Plant	1	6,467	0
	9639	Cotton Valley	1	4,708	3,661
Southeast	2790	Henry-Hub	SL	9,491	9,491
	0829	Trunkline-Centerville	SL	25,000	25,000
South	9415	Egan Hub Storage	SL	12,249	12,249
Southwest	2392	LRC-Grand Cheniere	SL	10,540	10,540
Mainline Pipeline	2020	Enable-Perryville	1	2,182	6,236

Public

DR-01

DR 1h TGT NNS 29763

WKG-11433

Request No. 2995

FORM OF FIRM TRANSPORTATION AGREEMENT
RATE SCHEDULE NNS

Texas Gas Contract Number 29763

THIS AGREEMENT, dated October 23, 2009 made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and Atmos Energy Corporation, a Texas corporation, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS, Texas Gas desires to provide and Customer desires to receive no-notice service under its NNS Rate Schedule on the terms and conditions set forth herein;

WHEREAS, Texas Gas and Customer desire that effective December 1, 2009, this Agreement will supersede and replace the previously effective NNS Agreement No. 435 between Atmos Energy Corporation and Texas Gas dated November 1, 1993 as amended;

NOW THEREFORE, Texas Gas and Customer agree as follows:

1 Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule NNS, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the NNS Rate Schedule.

2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Daily Contract Demand		Time Periods
Winter	13,500 MMBtu/D	Each November 1 through March 31
Summer	4,625 MMBtu/D	Each May 1 through September 30
Shoulder Month (April)	8,838 MMBtu/D	Each April 1 through April 30
Shoulder Month (October)	9,984 MMBtu/D	Each October 1 through October 31
 <u>Nominated Daily Quantity</u>		
Winter	7,773 MMBtu/D	Each November 1 through March 31
Summer	4,625 MMBtu/D	Each April 1 through October 31
 <u>Unnominated Daily Quantity</u>		
Winter	5,727 MMBtu/D	
Shoulder Month (April)	2,864 MMBtu/D	
Shoulder Month (October)	4,009 MMBtu/D	
 <u>Excess Unnominated Daily Quantity</u>	1,350 MMBtu/D	
 <u>Seasonal Quantity Entitlement</u>		
Winter	1,549,871 MMBtu	Each November 1 through March 31
Summer	613,600 MMBtu	Each April 1 through October 31
 <u>Unnominated Seasonal Quantity</u>	376,150 MMBtu	

3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

4. Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".

6.1 Primary Term: This Agreement shall become effective December 1, 2009 and remain in full force and effect for a primary term beginning December 1, 2009 (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through October 31, 2015.

6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of five (5) years, unless Customer terminates this agreement at the end of such primary or rollover term by giving Texas Gas at least three hundred sixty-five (365) days advance written notice prior to the expiration of such primary or rollover term.

7. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule NNS for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

8. Fuel Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

9. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

10. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

11. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule NNS, as either or both may change from time to time, are incorporated by reference.

12. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

<u>Texas Gas</u>	<u>Customer</u>
Texas Gas Transmission, LLC	Atmos Energy Corporation-Kentucky
3800 Frederica Street	377 Riverside Dr Ste 201
Post Office Box 20008	Franklin, TN 37064-5393
Owensboro, Kentucky 42304	
Attention: Gas Accounting (Billings and Statements)	Attention:
Marketing Services (Other Matters)	Fax:
Scheduling Services (Nominations)	Other:
Fax: (270) 688-6817	

Internet Website Address: www.gasquest.txgt.com

Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

13. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:
Exhibit "A", Primary Point(s) of Receipt
Exhibit "B", Primary Point(s) of Delivery
Exhibit "C", Supply Lateral Capacity

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

ATMOS ENERGY CORPORATION

TEXAS GAS TRANSMISSION, LLC

By

Kenny Malter

By

Matthew F. Kirk

*JKB
11/20/09
JKM*

Title

KENNY MALTER
VP, Gas Supply & Services

MD

Title

SR VP Marketing & Origination

Date of Execution by Customer:

11/19/2009

Date of Execution by Texas Gas:

12/3/09

EXHIBIT "A"
 TO
 NNS FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29763

EXHIBIT "A" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF RECEIPT

CONTRACT DEMAND (MMBTU/D): 13,500 WINTER
 8,838 APRIL
 4,625 SUMMER
 9,984 OCTOBER

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
North Louisiana	Sharon Carthage West	1	2102	Champlin	1,064	1,064
		East				
Southeast	Bosco - Eunice	SL	2288	Gr Southern-Mowata #2	258	258
		Eunice East				
South	Maurice - Freshwater	SL	2790	Henry-Hub	221	221
		Youngsville East				
Southwest	Egan - Eunice	SL	2840	Unocal-N Freshwater Bayou	330	330
Mainline Pipeline	Columbia	SL	9836	Texaco-Dog Lake	1,030	1,030
		SL	9895	Texaco-Bayou Sale	1,030	1,030
Mainline Pipeline	Dillsboro	SL	9415	Tejas Power-Egan	908	908
		East Cameron - Lowry				
Mainline Pipeline	Dillsboro	SL	2033	Little Chenier-ARCO	1,050	1,050
		Lowry - Eunice				
Mainline Pipeline	Dillsboro	SL	9843	Mobil-Lowry	392	392
Mainline Pipeline	Dillsboro	1	2020	Arkla-Perryville	2,000	2,000
		1	8760	Gulf South-Lonewa	2,131	2,131

EXHIBIT "A"
 TO
 NNS FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29763

EXHIBIT "A" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF RECEIPT

CONTRACT DEMAND (MMBTU/D): 13,500 WINTER
 8,838 APRIL
 4,625 SUMMER
 9,984 OCTOBER

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
	Eunice	4	9045	Lebanon-REX	3,038	2,534
	Jeffersontown	SL	9880	ANR - Eunice	2,023	2,023
		4	1981	Atmos KY Z-4 Shipper Ded	7,773	4,625

*Available DRN numbers are posted on Texas Gas' internet website.

EXHIBIT "B"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29763

EXHIBIT "B" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF DELIVERY

ZONE 4

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1981 CONTRACT DEMAND (MMBTU/D): 13,500 WINTER
8,838 APRIL
4,625 SUMMER
9,984 OCTOBER

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
1981	Atmos KY Z-4 Shipper Ded, Jefferson, KY		
	Hardinsburg, Breckinridge, KY		200
	Hardinsburg #2, Breckinridge, KY		50
	Shelbyville, Jefferson, KY		450

*Available DRN numbers are posted on Texas Gas' internet website.

** Minimum Delivery Pressure

Note: See Facilities Reference report on Texas Gas' Internet website for explanation of facilities

EXHIBIT "C"
TO
NNS FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION - KENTUCKY

CONTRACT NUMBER 29763

EXHIBIT "C" EFFECTIVE DATE December 1, 2009

SUPPLY LATERAL CAPACITY

FIRM CONTRACT PATH: ORDER SEQUENCE NUMBER 1 THROUGH 40600 - 7,346 Winter
4,625 Summer

FIRM CONTRACT PATH: ORDER SEQUENCE NUMBER 10001 THROUGH 40600 - 427 Winter
0 Summer

<u>Supply Lateral</u>	<u>Capacity Rights (MMBtu/D)</u>
<i><u>Zone 1 Supply Lateral(s)</u></i>	
North Louisiana Leg:	<u>3,195</u>
Total Zone 1:	<u>3,195</u>
<i><u>Zone SL Supply Lateral(s)</u></i>	
East Leg:	258
Southeast Leg:	2,611
South Leg:	908
Southwest Leg:	1,442
West Leg:	<u>104</u>
Total Zone SL:	<u>5,323</u>
Grand Total:	<u><u>8,518</u></u>

WKG-11433-4



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

December 16, 2014

Mr. Kenny Malter
Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064-5395

Re: Discounted Rates Letter Agreement to
NNS Service Agreement No. 29763
between TEXAS GAS TRANSMISSION, LLC and
ATMOS ENERGY CORPORATION
dated October 23, 2009

Dear Kenny:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Atmos Energy Corporation ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

- (a) The Contract Demand(s) for this Agreement shall be:
- 13,500 MMBtu per day Winter (Nov-Mar)
 - 8,838 MMBtu per day April
 - 4,625 MMBtu per day Summer (May-Sept)
 - 9,984 MMBtu per day October

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement shall be effective beginning November 1, 2015 and shall continue in full force and effect through October 31, 2020.

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

JW TEXAS GAS TRANSMISSION, LLC

By: *David W. Moseley* 283
1/26/15

Name: DAVID W. MOSELEY

Title: V.P., Southern/Midwest Markets

Date: 1/23/15

ACCEPTED AND AGREED TO this 23rd day of January, 2015.

ATMOS ENERGY CORPORATION

By: *Kenny Malter*

Name: KENNY MALTER
VP, Gas Supply & Services

Title: _____

KBG
RMB
MD

Signature page to Discounted Rates Letter Agreement, Agreement No. 29763, dated December 16, 2014.

Rate Schedule NNS
Agreement No.: 29763
Discounted Rates Letter Agreement dated December 16, 2014

EXHIBIT A

Primary Receipt Point(s)

All effective primary receipt point(s) listed under the Contract.

Primary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Atmos KY Z-4 Shipper Ded	1981	4

Rate(s)

The following rates shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Demand:	The lower of \$0.4609 per MMBtu/day or the effective applicable maximum tariff rate per MMBtu/day
Commodity:	Texas Gas' maximum tariff rate, plus applicable surcharges and fuel retention

Rate Schedule NNS
Agreement No.: 29763
Discounted Rates Letter Agreement dated December 16, 2014

EXHIBIT B

Eligible Secondary Receipt Point(s)

All secondary receipt points located in Texas Gas Rate Zone(s) SL, 1, 2, 3 and 4

Eligible Secondary Delivery Point(s)

All secondary delivery points located in Texas Gas Rate Zone(s) SL, 1, 2, 3 and 4

Rate(s)

The rates identified on Exhibit A shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

WKG-11433-12



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R7690
Contract No. 29763

May 19, 2015

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated October 23, 2009, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt

B. Exhibit B, Supply Lateral Capacity, shall be deleted in its entirety and replaced with the attached Exhibit B, Supply Lateral Capacity.

This amendment supersedes and replaces in its entirety that amendment dated May 13, 2015, Request No. 7690 and deletes in its entirety that amendment dated May 13, 2015, Request No. 7592. This amendment shall become effective May 20, 2015 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

ATMOS ENERGY CORPORATION

By: [Signature]

KENNY WALTER
VP, Gas Supply & Services

Title: _____

Date of Execution by Customer: 5/19/15

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

By: [Signature]

Title: VP

Date of Execution by Texas Gas: 5/20/15

JB
5/21/15

MD

EXHIBIT A
PRIMARY POINT(S)
RECEIPT

AGREEMENT NO.: 29763

EFFECTIVE DATE: May 20, 2015

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	2102	EasTrans-Champlin	1	1,900	1,900
	9539	Cotton Valley	1	1,295	1,295
Southeast	2790	Henry-Hub	SL	0	221
	9895	Texaco-Bayou Sale	SL	0	477
Mainline Pipeline	9045	Lebanon-REX	4	6,055	4,625

EXHIBIT B
SUPPLY LATERAL CAPACITY
AGREEMENT NO.: 29763
EFFECTIVE DATE: May 20, 2015

Supply Lateral	Capacity Rights (MmBtu/Day)	
	Winter	Summer
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	3,195	3,195
Total Zone 1:	3,195	3,195
<u>Zone SL Supply Lateral(s)</u>		
East:	0	0
Southeast:	0	698
South:	0	0
Southwest:	0	0
West:	0	0
Total Zone SL:	0	698
Grand Total:	3,195	3,893

Public

DR-01

DR 1i TGT FT 29759

FORM OF FIRM TRANSPORTATION AGREEMENT
RATE SCHEDULE FT

Texas Gas Contract Number 29759

THIS AGREEMENT, dated October 23, 2009 made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and Atmos Energy Corporation, a Texas corporation, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS, Customer has natural gas which it desires to move through its existing facilities; and

WHEREAS, Texas Gas has the ability in its pipeline system to move natural gas for the account of Customer; and

WHEREAS, Customer desires that Texas Gas transport such natural gas for the account of Customer; and

WHEREAS, Customer and Texas Gas are of the opinion that the transaction referred to above falls within the provisions of Section 284.223 of Subpart G of Part 284 of the Federal Energy Regulatory Commission's (Commission) regulations and the blanket certificate issued to Texas Gas in Docket No. CP88-686-000, and can be accomplished without the prior approval of the Commission;

WHEREAS, Texas Gas and Customer desire that effective December 1, 2009, this Agreement will supersede and replace the previously effective FT Agreement No. 3355 between Atmos Energy Corporation and Texas Gas dated November 1, 1993 as amended;

NOW THEREFORE, Texas Gas and Customer agree as follows:

1. Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule FT, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, equivalent quantities of gas to Customer or for the account of Customer.
2. Quantities: Customer's Transportation Contract Demand shall be 15,000 MMBtu/day.
3. Points of Receipt: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
4. Points of Delivery: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
5. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".
- 6.1 Primary Term: This Agreement shall become effective December 1, 2009 and remain in full force and effect for a primary term beginning December 1, 2009 (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through October 31, 2015.
- 6.2 Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of five (5) years, unless Customer terminates this agreement at the end of such primary or rollover term by giving Texas Gas at least three hundred sixty-five (365) days advance written notice prior to the expiration of such primary or rollover term.
7. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule FT for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.

8. Fuel, Use and Unaccounted for Retention: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

9. Changes in Rates and Charges: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

10. Nominations and Scheduling: Periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.

11. Incorporation by Reference: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule FT, as either or both may change from time to time, are incorporated by reference.

12. Notices: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

<u>Texas Gas</u>	<u>Customer</u>
Texas Gas Transmission, LLC 3800 Frederica Street Post Office Box 20008 Owensboro, Kentucky 42304 Attention: Gas Accounting (Billings and Statements) Marketing Services (Other Matters) Scheduling Services (Nominations) Fax: (270) 688-6817 Internet Website Address: www.gasquest.txgt.com Other:	Atmos Energy Corporaton - Kentucky 377 Riverside Dr Ste 201 Franklin, TN 37064-5393 Attention: Fax: Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

13. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:
Exhibit "A", Primary Point(s) of Receipt
Exhibit "B", Primary Point(s) of Delivery
Exhibit "C", Supply Lateral Capacity

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

ATMOS ENERGY CORPORATION	TEXAS GAS TRANSMISSION, LLC
By <u>Kenny Malter</u> KENNY MALTER VP, Gas Supply & Services MD	By <u>Michelle F. Park</u> SR VP Marketing & Origination
Title _____	Title: _____
Date of Execution by Customer: <u>11/19/2009</u>	Date of Execution by Texas Gas: <u>12/3/09</u>

78
11/20/09
DWM

EXHIBIT "B"
 TO
 FT FIRM TRANSPORTATION AGREEMENT
 BETWEEN
 TEXAS GAS TRANSMISSION, LLC
 AND
 ATMOS ENERGY CORPORATION

CONTRACT NUMBER: 29759

EXHIBIT "B" EFFECTIVE DATE: DECEMBER 1, 2009

PRIMARY POINT(S) OF DELIVERY
 ZONE 3

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1985 CONTRACT DEMAND (MMBTU/D):	898 WINTER 900 APRIL 900 SUMMER 900 OCTOBER
LOCATION NO. 1988 CONTRACT DEMAND (MMBTU/D):	669 WINTER 100 APRIL 100 SUMMER 100 OCTOBER
LOCATION NO. 1989 CONTRACT DEMAND (MMBTU/D):	10,166 WINTER 600 APRIL 600 SUMMER 600 OCTOBER
LOCATION NO. 1990 CONTRACT DEMAND (MMBTU/D):	993 WINTER 8,400 APRIL 8,400 SUMMER 8,400 OCTOBER
LOCATION NO. 1995 CONTRACT DEMAND (MMBTU/D):	2,274 WINTER 5,000 APRIL 5,000 SUMMER 5,000 OCTOBER

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY		
	Moseleyville, Daviess, KY		300
	Niagara, Henderson, KY		50
	St Joseph, Daviess, KY		110
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY		0
	Anthoston, Henderson, KY		50
	Baskett, Henderson, KY		200
	Country View, Henderson, KY		100
	Finley, Henderson, KY		80
	Hudson-Sebree, Henderson, KY		250
	Robards, Henderson, KY		150
	Rural KY Poole, Unknown, KY		50
	Sebree, Webster, KY		90

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
	Zion, Henderson, KY		110
1989	Atmos KY Z-3 SBG Deduct, Warren, KY		0
	Adairville, Logan, KY		90
	Alliance Rubber-Franklin, Simpson, KY		50
	Atmos-Russellville #3, Logan, KY		100
	Auburn, Logan, KY		100
	Bowling Green #1, Warren, KY		250
	Bowling Green #2, Warren, KY		250
	Bowling Green #3, Warren, KY		150
	Cave City, Barren, KY		150
	Corman Railroad-Rockfield, Warren, KY		50
	Donnelley, R.R., Barren, KY		150
	Elkton, Todd, KY		250
	Firestone-Bowling Green, Warren, KY		150
	Franklin #2, Simpson, KY		150
	Franklin #3, Warren, KY		150
	Glasgow #1, Barren, KY		50
	Glasgow #2, Barren, KY		150
	Greenville KY (WKG), Muhlenberg, KY		325
	Hiseville, Barren, KY		50
	Horse Cave, Hart, KY		125
	Horse Cave #2, Hart, KY		
	Logan Aluminum (Anaconda), Logan, KY		250
	Luzerne, Muhlenberg, KY		75
	Oakland, Warren, KY		50
	Park City, Barren, KY		50
	River Oaks, Hart, KY		125
	Rocky Hill, Edmonson, KY		50
	Rural A W Rowland, Unknown, KY		
	Rural KY, Unknown, KY		50
	Rural KY Anton, Unknown, KY		50
	Rural KY Bowling Green, Unknown, KY		50
	Rural KY C City Glasgo, Unknown, KY		50
	Rural KY Greenville, Unknown, KY		50
	Rural KY Russellville, Unknown, KY		50
	Rural Wilhem Rd., Logan, KY		
	Rural-KY-WKG, Hopkins, KY		50
	Rural-KY-WKG, Simpson, KY		50
	Russellville #2, Logan, KY		200
	Sacramento, Muhlenberg, KY		350
	Shaker Ridge Subdivision, Logan, KY		50
	Shetland Hills, Barren, KY		50
	Smiths Grove, Warren, KY		50
	Wells Road, Logan, KY		50
	Whitney Wood Road, Barren, KY		50
1990	Atmos KY Z-3 SLN Deduct, Unknown, KY		0
	Hanson, Hopkins, KY		70
	Madisonville, Hopkins, KY		280
	Mortons Gap, Hopkins, KY		110
	Nortonville, Hopkins, KY		280
	Otter Lake Loop Road, Hopkins, KY		175
	Rural Hayden Farm, Hopkins, KY		0
	Rural KY Madisonville, Unknown, KY		50

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
	South Hopkins, Hopkins, KY		0
	South Hopkins, Unknown, KY		
	WKG-Slaughters, Webster, KY		90
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY		0
	Calhoun, McLean, KY		550
	Cloverport, Breckinridge, KY		100
	Commonwealth #1, Daviess, KY		100
	Commonwealth #2, Daviess, KY		
	Dixon, Hopkins, KY		350
	Glenville, McLean, KY		75
	Habit, Daviess, KY		350
	Hartford, Daviess, KY		500
	Harvey Aluminum, Hancock, KY		375
	Hawesville #1, Hancock, KY		75
	Hawesville #2 (WES-COR), Hancock, KY		350
	Marion, Caldwell, KY		300

*Available DRN numbers are posted on Texas Gas' internet website.

** Minimum Delivery Pressure

Note: See Facilities Reference report on Texas Gas' Internet website for explanation of facilities

EXHIBIT "C"
TO
FT FIRM TRANSPORTATION AGREEMENT
BETWEEN
TEXAS GAS TRANSMISSION, LLC
AND
ATMOS ENERGY CORPORATION - KENTUCKY

CONTRACT NUMBER 29759

EXHIBIT "C" EFFECTIVE DATE DECEMBER 1, 2009

SUPPLY LATERAL CAPACITY

FIRM CONTRACT PATH: Order Sequence Number 1 on Mainline Pipeline through
31200 on Mainline Pipeline

Order Sequence Number 1 on Mainline Pipeline through
450 on Slaughters/Evansville Mkt Lateral

Order Sequence Number 1 on Mainline Pipeline through
800 on Slaughters/Bowling Green Mkt Lateral

Order Sequence Number 1 on Mainline Pipeline through
25 on Slaughters/Montezuma Mkt Lateral

Order Sequence Number 1 on Mainline Pipeline through
300 on Slaughters/Nortonville Mkt Lateral

Supply Lateral	Capacity Rights (MMBtu/D)
<i>Zone 1 Supply Lateral(s)</i>	
North Louisiana Leg:	5,106
Total Zone 1:	5,106
<i>Zone SL Supply Lateral(s)</i>	
East Leg:	660
Southeast Leg:	10,863
South Leg:	2,796
Southwest Leg:	0
West Leg:	395
Total Zone SL:	14,714
Grand Total:	19,820

WKG-11434-6



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

December 16, 2014

Mr. Kenny Malter
Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064-5395

Re: Discounted Rates Letter Agreement to
FT Service Agreement No. 29759
between TEXAS GAS TRANSMISSION, LLC and
ATMOS ENERGY CORPORATION
dated December 16, 2014

Dear Kenny:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Atmos Energy Corporation ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be: 16,500 MMBtu per day

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement shall be effective beginning November 1, 2015 and shall continue in full force and effect through October 31, 2020.

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

kw TEXAS GAS TRANSMISSION, LLC *CJB*
1/26/15
By: *David W Moseley*
Name: DAVID W MOSELEY
Title: VP, Southern/Midwest Markets
Date: 1/23/15

ACCEPTED AND AGREED TO this 23rd day of January, 2015.

ATMOS ENERGY CORPORATION

By: *Kenny Malter*

Name: KENNY MALTER

VP, Gas Supply & Services

Title: _____

KBCG
RMB
MS

Signature page to Discounted Rates Letter Agreement, Agreement No. 29763, dated December 16, 2014.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

del TEXAS GAS TRANSMISSION, LLC
By: *David Moselow* *DM* 1/23/15
Name: DAVID W MOSELOW
Title: V.P., Southern/Midwest Markets
Date: 1/23/15

ACCEPTED AND AGREED TO this 23rd day of January, 2015.
ATMOS ENERGY CORPORATION
By: *Kenny Malter* *KB & RMB*
Name: KENNY MALTER *RCF*
VP, Gas Supply & Services
Title: _____ *MD*

Signature page to Discounted Rates Letter Agreement, Agreement No. 29760, dated December 16, 2014.

Rate Schedule FT
Agreement No.: 29759
Discounted Rates Letter Agreement dated December 16, 2014

EXHIBIT A

Primary Receipt Point(s)

All effective primary receipt point(s) listed under the Contract.

Primary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Atmos KY Z-3 Mainline Ded	1995	3
Atmos KY Z-3 SLN Deduct	1990	3
Atmos KY Z-3 SBG Deduct	1989	3
Atmos KY Z-3 SLE Deduct	1988	3
Atmos KY Z-3 SLM Deduct	1985	3

Rate(s)

The following rates shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Demand: Texas Gas' maximum tariff rate, less \$0.0600 per MMBtu/day

Commodity: Texas Gas' maximum tariff rate, plus applicable surcharges and fuel retention

Delivery Point Qualifications: Discount is available for deliveries to the Primary Delivery Points. On any day that deliveries are made to other points and/or in excess of the Daily Contract Demand and are not authorized overrun quantities, then the Daily Demand Rate will be Texas Gas' maximum Zone SL-3 FT tariff rate for the applicable volumes delivered to other points or for those non-overrun quantities exceeding the Daily Contract Demand for that day.

Other Discount Conditions: The discounted rates are only available to the extent that total daily primary receipt point quantities do not exceed 200% of the Daily Contract Demand or that which is allowable under Texas Gas' tariff.

Rate Schedule FT
Agreement No.: 29759
Discounted Rates Letter Agreement dated December 16, 2014

EXHIBIT B

Eligible Secondary Receipt Point(s)

All secondary receipt points located in Texas Gas Rate Zone(s) SL, 1, 2 and 3

Eligible Secondary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
N/A		

Rate(s)

The rates identified on Exhibit A shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

WKG-11434-10



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

Contract No. 29759

January 15, 2016

Atmos Energy Corporation (Kentucky)
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated December 16, 2014, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Delivery, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) of Delivery.

This amendment shall become effective February 1, 2016 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

Very truly yours,

ATMOS ENERGY CORPORATION

TEXAS GAS TRANSMISSION, LLC

By: [Signature]

By: [Signature]

Title: VP, Gas Supply

Title: VP., Southern/Midwest Markets

Date of Execution by Customer: 1/29/16

Date of Execution by Texas Gas: 1/28/16

WKG
RWB

YB
2/1/16

MD

Rate Schedule: FT
 Agreement No.: 29759
 Primary Point(s) of Delivery
 Effective Date: February 1, 2016

Exhibit A
 Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (psid)*	Daily Firm Capacity MMBtu/day	
				Winter	Summer
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY	3		1,078	1,100
	Moseleyville, Davless, KY		300		
	Niagara, Henderson, KY		50		
	St Joseph, Davless, KY		110		
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY	3		803	200
	Anthoston, Henderson, KY		50		
	Basket, Henderson, KY		200		
	Country View, Henderson, KY		100		
	Finley, Henderson, KY		80		
	Hudson-Sebree, Henderson, KY		250		
	Robards, Henderson, KY		150		
	Rural KY Poole, Unknown, KY		50		
	Sebree, Webster, KY		90		
	Zion, Henderson, KY		110		
1989	Atmos KY Z-3 SBG Deduct, Warren, KY	3		12,198	700
	Adairville, Logan, KY		90		
	Alliance Rubber-Franklin, Simpson, KY		50		
	Atmos- South Union Del, Logan, KY				
	Atmos-Russellville #3, Logan, KY		100		
	Auburn, Logan, KY		100		
	Bowling Green #1, Warren, KY		250		
	Bowling Green #2, Warren, KY		250		
	Bowling Green #3, Warren, KY		150		
	Cave City, Barren, KY		150		
	Corman Railroad-Rockfield, Warren, KY		50		
	Donnelley, R.R., Barren, KY		150		
	Elkton, Todd, KY		250		
	Firestone-Bowling Green, Warren, KY		150		
	Franklin #2, Simpson, KY		150		
	Franklin #3, Warren, KY		150		
	Glasgow #1, Barren, KY		50		
	Glasgow #2, Barren, KY		150		
	Greenville KY (WKG), Muhlenberg, KY		325		
	Hiseville, Barren, KY		50		
	Horse Cave #2, Hart, KY				
	Logan Alumnum (Anaconda), Logan, KY		250		
	Luzerne, Muhlenberg, KY		75		
	Oakland, Warren, KY		50		
	Park City, Barren, KY		50		
	River Oaks, Hart, KY		125		
	Rocky Hill, Edmonson, KY		50		
	Rural A W Rowland, Unknown, KY				
	Rural KY, Unknown, KY		50		
	Rural KY Anton, Unknown, KY		50		
Rural KY Bowling Green, Unknown, KY	50				

Rate Schedule: FT
 Agreement No.: 29759
 Primary Point(s) of Delivery
 Effective Date: February 1, 2016

Exhibit A
 Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (psig)*	Daily Firm Capacity MMBtu/day	
				Winter	Summer
	Rural KY C City Glasgo, Unknown, KY		50		
	Rural KY Greenville, Unknown, KY		50		
	Rural KY Russellville, Unknown, KY		50		
	Rural KY-Northridge, Warren, KY				
	Rural Wilham Rd., Logan, KY				
	Rural-KY-WKG, Hopkins, KY		50		
	Rural-KY-WKG, Simpson, KY		50		
	Russellville #2, Logan, KY		200		
	Sacramento, Muhlenberg, KY		350		
	Shaker Ridge Subdivision, Logan, KY		50		
	Shelard Hills, Barren, KY		50		
	Smiths Grove, Warren, KY		50		
	Wells Road, Logan, KY		50		
	Whitney Wood Road, Barren, KY		50		
1990	Atmos KY Z-3 SLN Deduct, Unknown, KY	3		1,192	10,500
	Hanson, Hopkins, KY		70		
	Madisonville, Hopkins, KY		280		
	Mortons Gap, Hopkins, KY		110		
	Nortonville, Hopkins, KY		280		
	Otter Lake-Loop Road, Hopkins, KY		175		
	Rural Hayden Farm, Hopkins, KY		50		
	Rural KY Madisonville, Hopkins, KY		50		
	South Hopkins, Hopkins, KY		50		
	South Hopkins, Unknown, KY		50		
	WKG-Slaughters, Webster, KY		90		
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY	3		1,229	4,000
	Calhoun, McLean, KY		550		
	Cloverport, Breckinridge, KY		100		
	Commonwealth #1, Daviess, KY		100		
	Commonwealth #2, Daviess, KY				
	Dixon, Hopkins, KY		350		
	Glenville, McLean, KY		75		
	Habit, Daviess, KY		350		
	Hartford, Daviess, KY		500		
	Harvey Aluminum, Hancock, KY		375		
	Hawesville #1, Hancock, KY		75		
	Hawesville #2 (WES-COR), Hancock, KY		350		
	Livermore, McLean, KY		20		
	Marion, Caldwell, KY		300		

Rate Schedule: FT
Agreement No.: 29759
Primary Point(s) of Delivery:
Effective Date: February 1, 2016

Exhibit A
Primary Point(s)

Delivery Point
Meter No.

Delivery Point
Meter Name

Transportation Path:

Mainline Pipeline 1 through Silts/Montezuma Mkt Lat 25
Mainline Pipeline 1 through Silts/Nortonville Mkt Lat 300
Mainline Pipeline 1 through Silts/Evansville Mkt Lat 450
Mainline Pipeline 1 through Silts/Bowl Green Mkt Lat 800
Mainline Pipeline 1 through Mainline Pipeline 31200

*Minimum Delivery Pressure

KY-T-11434-A-10



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R8857
Contract No. 29759

March 14, 2017

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated December 16, 2014, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt

This amendment shall become effective April 1, 2017 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

ATMOS ENERGY CORPORATION

By: [Signature]
Title: KENNY MALTER
VP, Gas Supply & Services

Date of Execution by Customer: 3/21/17

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

By: [Signature]
Title: VP

Date of Execution by Texas Gas: 3/22/17

Legal [Signature]
Regional Mgr [Signature]
Mgr Planning [Signature]
Dir Gas Supply [Signature]

Rate Schedule FT
Agreement No.: 29759
Primary Point(s) of Receipt
Effective Date: April 1, 2017

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day
North Louisiana	2102	EasTrans-Champlin	1	4,595
East	2288	Gr Southern-Mowata #2	SL	472
	2740	Superior-Pure	SL	122
Southeast	9412	Jefferson Island Storage	SL	1,503
	2463	Toce Oil	SL	135
	2801	Fina Oil-Anslem Coulee	SL	47
	2790	Henry-Hub	SL	7,539
	9040	ANR-Calumet (rec.)	SL	558
South	9416	Egan Hub Storage	SL	2,516
West	9103	South Hayes #1	SL	356
Mainline Pipeline	9880	ANR - Eunice	SL	3,000

Public

DR-01

DR 1j TGT FT 31097

Request No. 4108

Rate Schedule FT
Agreement No. 31097
Dated: December 9, 2010

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation, ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): 1,500 MMBtu/day

Term: This Agreement shall be effective beginning December 15, 2010 and shall continue in full force and effect through October 31, 2015.

At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

- Exhibit A, Primary Points
- Exhibit B, Supply Lateral Capacity
- Exhibit C, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW

Texas Gas Transmission, LLC	Signature: <u><i>David W. Roseley</i></u>	Date: <u>12/13/10</u>	<i>WKG</i> <i>12/13/10</i>
	Name: <u>DAVID W ROSELEY</u>	Title: <u>V.P., Southern/Midwest Markets</u>	
Atmos Energy Corporation	Signature: <u><i>Kenny Malter</i></u>	Date: <u>12/13/10</u>	<i>WKG</i> <i>12/13/10</i>
	Name: <u>KENNY MALTER</u> <u>VP, Gas Supply & Services</u>	Title: <u>MD</u>	

EXHIBIT A
 PRIMARY POINT(S)
 RECEIPT

AGREEMENT NO.: 31097

EFFECTIVE DATE: December 15, 2010

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day
North Louisiana East	2102	Champlin	1	611
	2288 2740	Gr Southern-Mowata #2 Superior-Pure	SL SL	52 14
Southeast	2463	Tooe Oil	SL	15
	2601	Final Oil-Anslem Coulee	SL	5
	2638	Coon Point	SL	61
	2755 2790	Texasco-Bay Jump Henry-Hud	SL SL	50 638
South	9415	Texas Power-Egan	SL	280
Mainline Pipeline	9830	ANR - Eunice	SL	62

EXHIBIT A

PRIMARY POINT(S)
DELIVERY

AGREEMENT NO.: 31087

EFFECTIVE DATE: December 15, 2010

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (psig)**
1995	Atmos KY Z-3 Mainline Decd, Hancock, KY Calhoun, McLean, KY Cloverport, Brackinridge, KY Commonwealth #1, Daviess, KY Commonwealth #2, Daviess, KY Dixon, Hopkins, KY Glenville, McLean, KY Habit, Daviess, KY Harford, Daviess, KY Harvey Aluminum, Hancock, KY Hawesville #1, Hancock, KY Hawesville #2 (WES-COR), Hancock, KY Marion, Caldwell, KY	3	0 550 100 100 350 75 350 500 375 75 350 300

Transportation Path:

Mainline Pipeline 1 through Mainline Pipeline 31200

**Minimum Delivery Pressure

EXHIBIT B

SUPPLY LATERAL CAPACITY

AGREEMENT NO.: 31097

EFFECTIVE DATE: DECEMBER 15, 2010

<u>Supply Lateral</u>	<u>Capacity Rights (MMBtu/D)</u>
<u>Zone 1 Supply Lateral(s)</u>	
North Louisiana Leg:	511
Total Zone 1:	511
<u>Zone SL Supply Lateral(s)</u>	
East Leg:	66
Southeast Leg:	1,086
South Leg:	280
Southwest Leg:	0
West Leg:	39
Total Zone SL:	1,471
Grand Total:	1,982

Texas Gas Correspondence:
Texas Gas Transmission, LLC
3800 Fredena Street
Owensboro, KY 42301
Attention: Contract Administration (Contractual matters)
Commercial Accounting (Invoice matters)
Customer Services (Scheduling and Allocation matters)
(270)926-8686

Customer Correspondence:
Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064

Contract Notices

EFFECTIVE DATE: December 15, 2010

AGREEMENT NO.: 31097

EXHIBIT C

WKG-11506-6



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

December 16, 2014

Mr. Kenny Malter
Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064-5395

Re: Discounted Rates Letter Agreement to
FT Service Agreement No. 31097
between TEXAS GAS TRANSMISSION, LLC and
ATMOS ENERGY CORPORATION
dated December 11, 2014

Dear Kenny:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Atmos Energy Corporation ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be: 5,000 MMBtu per day

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement shall be effective beginning November 1, 2015 and shall continue in full force and effect through October 31, 2020.

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this

paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

RW TEXAS GAS TRANSMISSION, LLC
By: *[Signature]* ^{YB} 1/23/15
Name: DAVID W MOSELEY
Title: V.P., Southern/Midwest Markets
Date: 1/23/15

ACCEPTED AND AGREED TO this 23rd day of January, 20 15.

ATMOS ENERGY CORPORATION

By: *[Signature]*

Name: KENNY MALTER

Title: VP, Gas Supply & Services

KBA
[Signature]
[Signature]
MD

Signature page to Discounted Rates Letter Agreement, Agreement No. 31097, dated December 16, 2014.

Rate Schedule FT
Agreement No.: 31097
Discounted Rates Letter Agreement dated December 16, 2014

EXHIBIT A

Primary Receipt Point(s)

All effective primary receipt point(s) listed under the Contract.

Primary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Atmos KY Z-4 Shipper Ded	1981	4

Rate(s)

The following rates shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Demand: Texas Gas' maximum tariff rate, less \$0.0400 per MMBtu/day

Commodity: Texas Gas' maximum tariff rate, plus applicable surcharges and fuel retention

Delivery Point Qualifications: Discount is available for deliveries to the Primary Delivery Points. On any day that deliveries are made to other points and/or in excess of the Daily Contract Demand and are not authorized overrun quantities, then the Daily Demand Rate will be Texas Gas' maximum Zone SL-4 FT tariff rate for the applicable volumes delivered to other points or for those non-overrun quantities exceeding the Daily Contract Demand for that day.

Other Discount Conditions: The discounted rates are only available to the extent that total daily primary receipt point quantities do not exceed 200% of the Daily Contract Demand or that which is allowable under Texas Gas' tariff.

Rate Schedule FT
Agreement No.: 31097
Discounted Rates Letter Agreement dated December 16, 2014

EXHIBIT B

Eligible Secondary Receipt Point(s)

All secondary receipt points located in Texas Gas Rate Zone(s) SL, 1, 2, 3 and 4

Eligible Secondary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
N/A		

Rate(s)

The rates identified on Exhibit A shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

KY-T-11506-A-10



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R8858
Contract No. 31097

March 14, 2017

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated December 16, 2014, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt

This amendment shall become effective April 1, 2017 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

ATMOS ENERGY CORPORATION	Very truly yours,
By: <u><i>Kenny Malter</i></u> ¹⁸⁶⁵	TEXAS GAS TRANSMISSION, LLC ^{gn}
Title: <u>VP, Gas Supply & Services</u>	By: <u><i>VP</i></u> ^{gn 3/23/17}
Date of Execution by Customer: <u>3/21/17</u>	Title: <u>VP</u>
	Date of Execution by Texas Gas: <u>3/22/17</u>

Legal *ALC*
 Regional Mgr *RMB*
 Mgr Planning *JEY*
 Dir Gas Supply *MD*

Rate Schedule: FT
 Agreement No.: 31097
 Primary Point(s) of Receipt
 Effective Date: April 1, 2017

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No...	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana					
East	2102	EasTrans-Ghamplin	J	511	511
	2288	Gr Southern-Mowata #2	SL	52	52
	2740	Superior-Pure	SL	14	14
Southeast					
	9412	Jefferson Island Storage	SL	187	187
	2463	Toce Oil	SL	15	15
	2601	Fina Oil-Anslam Coulee	SL	5	5
	2790	Henry-Hub	SL	4,217	3,667
	9040	ANR-Calumet (rec.)	SL	61	61
South					
	9415	Egan Hub Storage	SL	280	280
West					
	9103	South Hayes #1	SL	39	39
Mainline Pipeline					
	9048	Lebanon-REX	4	1,368	1,918

Public

DR-01

DR 1k TGT FT 34380

Request No. 7111

Rate Schedule FT
Agreement No.: 34380
Dated: December 15, 2014

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation, ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): 10,000 MMBtu/day

Term: This Agreement shall be effective beginning December 16, 2014 and shall continue in full force and effect through October 31, 2020.

At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of one year, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least one year advance written notice prior to the expiration of such primary or rollover term.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

- Exhibit A, Primary Points
- Exhibit B, Supply Lateral Capacity
- Exhibit C, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC Signature: *David W. Moseley* Date: 12/16/14 *12/16/14*
 Name: DAVID W MOSELEY Title: Southern & West Markets

Atmos Energy Corporation Signature: *Kim R. Cocklin* Date: DEC. 16, 2014
 Name: KIM R. COCKLIN Title: PRESIDENT AND CEO

MD
[Signature]

EXHIBIT A

PRIMARY POINT(S)
RECEIPT

AGREEMENT NO.: 34380

EFFECTIVE DATE: December 16, 2014

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day
North Louisiana	2760	Sligo Plant	1	8,100
Southeast	9829	Trunkline-Centerville	SL	1,900
Mainline Pipeline	8107	Texas Eastern-Evangeline	SL	10,000

EXHIBIT A

PRIMARY POINT(S)
DELIVERY

AGREEMENT NO.: 34380

EFFECTIVE DATE: December 16, 2014

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Quantity MMBtu/day
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY Anthoston, Henderson, KY Baskett, Henderson, KY Country View, Henderson, KY Finley, Henderson, KY Hudson-Sebree, Henderson, KY Robards, Henderson, KY Rural KY Poole, Unknown, KY Sebree, Webster, KY Zion, Henderson, KY	3	3,300
1989	Atmos KY Z-3 SBG Deduct, Warren, KY Adairville, Logan, KY Alliance Rubber-Franklin, Simpson, KY Atmos-Russellville #3, Logan, KY Auburn, Logan, KY Bowling Green #1, Warren, KY Bowling Green #2, Warren, KY Bowling Green #3, Warren, KY Cave City, Barren, KY Corman Railroad-Rockfield, Warren, KY Donnelley, R.R., Barren, KY Elkton, Todd, KY Firestone-Bowling Green, Warren, KY Franklin #2, Simpson, KY Franklin #3, Warren, KY Glasgow #1, Barren, KY Glasgow #2, Barren, KY Greenville KY (WKG), Muhlenberg, KY Hiseville, Barren, KY Horse Cave, Hart, KY Horse Cave #2, Hart, KY Logan Aluminum (Anaconda), Logan, KY Luzerne, Muhlenberg, KY Oakland, Warren, KY Park City, Barren, KY River Oaks, Hart, KY Rocky Hill, Edmonson, KY Rural A W Rowland, Unknown, KY Rural KY, Unknown, KY Rural KY Anton, Unknown, KY Rural KY Bowling Green, Unknown, KY Rural KY C City Glasgo, Unknown, KY Rural KY Greenville, Unknown, KY Rural KY Russellville, Unknown, KY Rural KY-Northridge, Warren, KY Rural Wilhem Rd., Logan, KY	3	6,700

EXHIBIT A

PRIMARY POINT(S)
DELIVERY

AGREEMENT NO.: 34380

EFFECTIVE DATE: December 16, 2014

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Quantity MMBtu/day
-----------------------------	------------------------------	------	-----------------------

Rural-KY-WKG, Hopkins, KY
Rural-KY-WKG, Simpson, KY
Russellville #2, Logan, KY
Sacramento, Muhlenberg, KY
Shaker Ridge Subdivision, Logan, KY
Shetland Hills, Barren, KY
Smiths Grove, Warren, KY
Wells Road, Logan, KY
Whitney Wood Road, Barren, KY

Transportation Path:

Mainline Pipeline 1 through Sitrs/Evansville Mkt Lat 450 – 3,300 MMBtu/day
Mainline Pipeline 1 through Sitrs/Bowl Green Mkt Lat 800 – 6,700 MMBtu/day

EXHIBIT A

PRIMARY POINT(S)
DELIVERY

AGREEMENT NO.: 34380

EFFECTIVE DATE: November 1, 2015

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Quantity MMBtu/day
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY Anthoston, Henderson, KY Baskett, Henderson, KY Country View, Henderson, KY Finley, Henderson, KY Hudson-Sebree, Henderson, KY Robards, Henderson, KY Rural KY Poole, Unknown, KY Sebree, Webster, KY Zion, Henderson, KY	3	3,000
1989	Atmos KY Z-3 SBG Deduct, Warren, KY Adairville, Logan, KY Alliance Rubber-Franklin, Simpson, KY Atmos-Russellville #3, Logan, KY Auburn, Logan, KY Bowling Green #1, Warren, KY Bowling Green #2, Warren, KY Bowling Green #3, Warren, KY Cave City, Barren, KY Corman Railroad-Rockfield, Warren, KY Donnelley, R.R., Barren, KY Elkton, Todd, KY Firestone-Bowling Green, Warren, KY Franklin #2, Simpson, KY Franklin #3, Warren, KY Glasgow #1, Barren, KY Glasgow #2, Barren, KY Greenville KY (WKG), Muhlenberg, KY Hiseville, Barren, KY Horse Cave, Hart, KY Horse Cave #2, Hart, KY Logan Aluminum (Anaconda), Logan, KY Luzerne, Muhlenberg, KY Oakland, Warren, KY Park City, Barren, KY River Oaks, Hart, KY Rocky Hill, Edmonson, KY Rural A W Rowland, Unknown, KY Rural KY, Unknown, KY Rural KY Anton, Unknown, KY Rural KY Bowling Green, Unknown, KY Rural KY C City Glasgo, Unknown, KY Rural KY Greenville, Unknown, KY Rural KY Russellville, Unknown, KY Rural KY-Northridge, Warren, KY Rural Wilhem Rd., Logan, KY	3	7,000

EXHIBIT A

PRIMARY POINT(S)
DELIVERY

AGREEMENT NO.: 34380

EFFECTIVE DATE: November 1, 2015

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Quantity MMBtu/day
-----------------------------	------------------------------	------	-----------------------

	Rural-KY-WKG, Hopkins, KY		
	Rural-KY-WKG, Simpson, KY		
	Russellville #2, Logan, KY		
	Sacramento, Muhlenberg, KY		
	Shaker Ridge Subdivision, Logan, KY		
	Shetland Hills, Barren, KY		
	Smiths Grove, Warren, KY		
	Wells Road, Logan, KY		
	Whitney Wood Road, Barren, KY		

Transportation Path:

Mainline Pipeline 1 through Silts/Evansville Mkt Lat 450 – 3,000 MMBtu/day

Mainline Pipeline 1 through Silts/Bowl Green Mkt Lat 800 – 7,000 MMBtu/day

EXHIBIT B
SUPPLY LATERAL CAPACITY
AGREEMENT NO.: 34380
EFFECTIVE DATE: December 16, 2014

<u>Supply Lateral</u>	<u>Capacity Rights (MMBtu/Day)</u>	
	Winter	Summer
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	8,100	8,100
Total Zone 1:	8,100	8,100
<u>Zone SL Supply Lateral(s)</u>		
East:	0	0
Southeast:	1,900	1,900
South:	0	0
Southwest:	0	0
West:	0	0
Total Zone SL:	1,900	1,900
Grand Total:	10,000	10,000

EXHIBIT C

AGREEMENT NO.: 34380

EFFECTIVE DATE: December 16, 2014

Contract Notices:

Customer Correspondence:

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064

Texas Gas Correspondence:

Texas Gas Transmission, LLC
610 W. Second Street
Owensboro, KY 42301

Attention: Contract Administration (Contractual matters)
 Commercial Accounting (Invoice matters)
 Customer Services (Scheduling and Allocation matters)

(270)926-8686



610 West 2nd Street
 P.O. Box 20008
 Owensboro, KY 42304-0008
 270/926-8686

December 15, 2014

Mr. Matthew Davidson
 Atmos Energy Corporation
 377 Riverside Dr Ste 201
 Franklin, TN 37064-5393

Re: Discounted Rates Letter Agreement to
 FT Service Agreement No. 34380
 between TEXAS GAS TRANSMISSION, LLC and
 ATMOS ENERGY CORPORATION
 dated December 15, 2014

Dear Matt:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Atmos Energy Corporation ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be: 10,000 MMBtu per day.

(b) In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement shall be effective beginning December 16, 2014 and shall continue in full force and effect through October 31, 2020.

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

TEXAS GAS TRANSMISSION, LLC

By: *David W Mosley*

Name: DAVID W MOSLEY

Title: V.P., Southern/Midwest Markets

Date: 12/16/14

20
3312/16/14

ACCEPTED AND AGREED TO this 16th day of DECEMBER, 20 14.

ATMOS ENERGY CORPORATION

By: *Kim R. Cocklin*

Name: KIM R. COCKLIN

Title: PRESIDENT AND CEO

Kim
MD

Signature page to Discounted Rates Letter Agreement, Agreement No. 34380, dated December 15, 2014.

Rate Schedule FT
Agreement No.: 34380
Discounted Rates Letter Agreement dated December 15, 2014

EXHIBIT A

Primary Receipt Point(s)

All effective primary receipt point(s) listed under the Contract.

Primary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Atmos KY Z-3 SLE Deduct	1988	3
Atmos KY Z-3 SBG Deduct	1989	3

Rate(s)

The following rates shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

- Demand: Texas Gas' effective maximum tariff rate less \$0.06 per MMBtu/day
- Commodity: Texas Gas' effective maximum tariff rate per MMBtu plus applicable surcharges and fuel retention
- Delivery Point
Qualifications: Discount is available for deliveries to the Primary Delivery Points. On any day that deliveries are made to other points and/or in excess of the Daily Contract Demand and are not authorized overrun quantities, then the Daily Demand Rate will be Texas Gas' maximum ZnSL-3 FT tariff rate for the applicable volumes delivered to other points or for those non-overrun quantities exceeding the Daily Contract Demand, for that day.
- Other Discount Conditions: The discounted rates are only available to the extent that total daily primary receipt point quantities do not exceed 200% of the daily contract demand or that which is allowable under Texas Gas' tariff.

Rate Schedule FT
Agreement No.: 34380
Discounted Rates Letter Agreement dated December 15, 2014

EXHIBIT B

Eligible Secondary Receipt Point(s)

All secondary receipt points located in Texas Gas Rate Zone(s) SL, 1, 2 and 3

Eligible Secondary Delivery Point(s)

None

Rate(s)

The rates identified on Exhibit A shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

WKG-11763-3



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

Contract No. 34380

January 15, 2016

Atmos Energy Corporation (Kentucky)
377 Riverside Dr Ste 201
Franklin, TN 37064-5393

Gentlemen:

Reference is made to the Transportation Agreement (Agreement) dated December 15, 2014, as amended, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

A. Exhibit A, Primary Point(s) Delivery, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) of Delivery.

This amendment shall become effective February 1, 2016 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

Very truly yours,

ATMOS ENERGY CORPORATION

TEXAS GAS TRANSMISSION, LLC

By: [Signature]

By: [Signature]

Title: VP, Gas Supply

Title: V.P., Southern/Midwest Markets

Date of Execution by Customer: 1/28/16

Date of Execution by Texas Gas: 1/28/16

YJB
2/1/16

Rate Schedule: FT
 Agreement No.: 34380
 Primary Point(s) of Delivery
 Effective Date: February 1, 2016

Exhibit A
 Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (psig)*	Daily Firm Capacity MMBtu/day
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY	3		3,000
	Anthoston, Henderson, KY		50	
	Baskett, Henderson, KY		200	
	Country View, Henderson, KY		100	
	Finley, Henderson, KY		80	
	Hudson-Sebree, Henderson, KY		250	
	Robards, Henderson, KY		150	
	Rural KY Poole, Unknown, KY		50	
	Sebree, Webster, KY		90	
	Zion, Henderson, KY		110	
1989	Atmos KY Z-3 SBG Deduct, Warren, KY	3		7,000
	Adairville, Logan, KY		90	
	Alliance Rubber-Franklin, Simpson, KY		50	
	Atmos- South Union Del, Logan, KY			
	Atmos-Russellville #3, Logan, KY		100	
	Auburn, Logan, KY		100	
	Bowling Green #1, Warren, KY		250	
	Bowling Green #2, Warren, KY		250	
	Bowling Green #3, Warren, KY		150	
	Cave City, Barren, KY		150	
	Corman Railroad-Rockfield, Warren, KY		50	
	Donnelley, R.R., Barren, KY		150	
	Elkton, Todd, KY		250	
	Firestone-Bowling Green, Warren, KY		150	
	Franklin #2, Simpson, KY		150	
	Franklin #3, Warren, KY		150	
	Glasgow #1, Barren, KY		50	
	Glasgow #2, Barren, KY		150	
	Greenville KY (WKG), Muhlenberg, KY		325	
	Hiseville, Barren, KY		50	
	Horse Cave #2, Hart, KY			
	Logan Aluminum (Anaconda), Logan, KY		250	
	Luzerne, Muhlenberg, KY		75	
	Oakland, Warren, KY		50	
	Park City, Barren, KY		50	
	River Oaks, Hart, KY		125	
	Rocky Hill, Edmonson, KY		50	
	Rural A W Rowland, Unknown, KY			
	Rural KY, Unknown, KY		50	
	Rural KY Anton, Unknown, KY		50	
	Rural KY Bowling Green, Unknown, KY		50	
	Rural KY C City Glasgo, Unknown, KY		50	
	Rural KY Greenville, Unknown, KY		50	
Rural KY Russellville, Unknown, KY	50			
Rural KY-Northridge, Warren, KY				
Rural Wilhem Rd., Logan, KY				

Rate Schedule: FT
Agreement No.: 34380
Primary Point(s) of Delivery
Effective Date: February 1, 2016

Exhibit A
Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP (insia)*
	Rural-KY-WKG, Hopkins, KY		50
	Rural-KY-WKG, Simpson, KY		50
	Russellville #2, Logan, KY		200
	Sacramento, Muhlenberg, KY		350
	Shaker Ridge Subdivision, Logan, KY		50
	Shetland Hills, Barren, KY		50
	Smiths Grove, Warren, KY		50
	Wells Road, Logan, KY		50
	Whitney Wood Road, Barren, KY		50

Transportation Path:

Mainline Pipeline 1 through Sitrs/Evansville Mkt Lat 450

Mainline Pipeline 1 through Sitrs/Bowl Green Mkt Lat 800

Public

DR-01

DR 1I TGT FT 37063 seg rel

Release from MS-
Atmos - KY

NAVIGATION



Capacity Release - Offers

KYfmMS-T-12069-R-1

TSP: 115972101 Texas Gas Transmission, LLC Bid | Create | Copy | Search

Display

<p>Offer No: 5917 Releaser: Atmos Energy Corporation 030803782 Original Posting Date/Time: 03/27/2018 09:00 CCT Posting Date/Time: 03/27/2018 09:00 CCT Process Status: Posted Status: Original</p>	<p>Releaser Contract Number: 35381 F Capacity Award Date/Time: 03/27/2018 12:00 CCT Withdrawn: No Closed: No</p>
Offer Terms	
<p>Rate Schedule: FT Release Term Start Date: 04/01/2018 Shorter Term: No Prearranged Deal: Yes IBR Index-Based Capacity Release Indicator: No Replacement Shipper Role Indicator: Other Permanent Release: No Allowable Re-release: Yes Rel SR Less Qty: No Max Offer Qty-K: 6,328 Bid Qty-K: 6,328 Stand-alone Offer: Yes</p>	<p>Release Term End Date: 03/31/2019 Minimum Term: Biddable Deal: Yes Market-Based Rate Indicator: No Previously Released: Offer contains, in total or in part capacity which was previously released. Min Offer Qty-K:</p>
Offer Bid Information	
<p>Bidder: Atmos Energy Kentucky 005704478 Bid Period Start Date/Time: 03/27/2018 09:00 CCT Bid Evaluation Method: Present Value Bid Tie-Breaking Method Indicator: Pipeline's Tariff Referenced</p>	<p>Affiliate Indicator: RS Bid Period End Date/Time: 03/27/2018 10:00 CCT Bid Tie-Breaking Method: The Texas Gas Bid Tie-Break</p>
Offer Recall Information	
<p>Recall/Reput: Capacity recallable and reput must be taken by replacement shipper Business Day: No Recall Notification Period: Timely Early Evening Evening Intraday 1 Intraday 2 Intraday 3</p>	<p>Recall/Reput Terms: None</p>
Terms/Notes: None	

Offer Location(s)

About | Contact | Logout
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Season	Start	End	Loc/QTI	Cap Type	Loc	Location	Loc Zn	Loc Purp	Max Offer Qty-Loc	Bid Qty-Loc
04/01/2018	03/31/2019		Delivery point(s) quantity	Primary		1247 Lebanon-Dominion	4		6,328	6,328
04/01/2018	03/31/2019		Receipt point(s) to delivery point(s) quantity	In Path		8124 Dyersburg 1247 Lebanon-Dominion	2 4	S8 Pipeline Segment defined by 2 Locations	6,328	6,328

Measurement Basis: Million BTU's

Offer Rate(s)

Rate Form/Type Code: Reservation charge only
 Rel Acpt Bid Basis: Non-Index-Based Release - Absolute dollars and cents per unit basis
 Reservation Rate Basis: Per Day
 Minimum Rate Disclosure: Disclosed

Rate ID	Desc	Max Trf Rate	Min Acpt Rate	Min Acpt Pct	Rate Bid	Pct Max Trf Rate Bid
Reservation		\$0.2842	\$0.0950		\$0.0950	

Surcharge Indicator Description: Rate(s) stated include all applicable surcharges; no surcharge detail or surcharge total provided.

NAVIGATION



Capacity Release - Awards

TSP: 115972101 Texas Gas Transmission, LLC Search

Display

Award No: 3515 Bid No: 4093 Bidder: Atmos Energy Kentucky 005704478 Bidder E-mail: kimberly.griffith@atmosenergy.com Offer No: 5917 Releaser: Atmos Energy Corporation 030803782 Posting Date/Time: 03/27/2018 10:15 CCT Modified Posting Date/Time: 03/27/2018 10:15 CCT	Process Status: Posted Status: Confirmation Withdrawn: No Bidder Contract Number: 37068 Affiliate Indicator: Releasing Shipper Bidder Phone: (615) 261-2243 Replacement Shipper Role Indicator: Other Capacity Award Date/Time: 03/27/2018 10:15 CCT
--	---

Award Terms

Rate Schedule: FT Release Term Start Date: 04/01/2018 Prearranged Deal: Yes Permanent Release: No Allowable Re-release: Yes IBR Index-Based Capacity Release Indicator: No Market-Based Rate Indicator: No Awd Qty-K: 6,328	Release Term End Date: 03/31/2019 Previously Released: Yes
--	---

Award Recall Information

Recall/Reput: Capacity recallable and reput must be taken by replacement shipper Business Day: No Recall Notification Period: Timely Early Evening Evening Intraday 1 Intraday 2 Intraday 3	Recall/Reput Terms: <input style="width: 100%; height: 30px;" type="text"/>
--	---

Award Location(s)

Season	Start	End	Loc/QTI	Loc	Loc Zn	Loc Purp	Awd Qty-Loc
04/01/2018	03/31/2019		Delivery point(s) quantity	1247 Lebanon-Dominion	4	MQ-Delivery Location	6,328
04/01/2018	03/31/2019		Receipt point(s) to delivery point(s) quantity	8124 Dyersburg 1247 Lebanon-Dominion	2 4	SS-Pipeline Segment defined by 2 Locations	6,328

1 - 2 of 2

Measurement Basis: Million BTU's

Award Rate(s)

Rate Form/Type Code: Reservation charge only
 Rel Acpt Bid Bid Basis: Non-Index-Based Release - Absolute dollars and cents per unit basis Reservation Rate Basis: Per Day

Rate Identification Code	Max Trf Rate	Award Rate
Reservation	\$0.2842	\$0.0950

Rate(s) stated include all applicable surcharges; no surcharge detail or surcharge total provided.

Public

DR-01

DR 1m TGT FT 36773

KY-T-12033

Request No. 9459

Rate Schedule FT
Agreement/Contract No.: 36773
Dated: November 2, 2017

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation, ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): 5,000 MMBtu/day

Term: This Agreement shall be effective beginning June 1, 2018 and shall continue in full force and effect through May 31, 2028.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:
Exhibit A, Primary Points
Exhibit B, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC Signature: _____ Date: _____

Name: _____ Title: _____

Atmos Energy Corporation Signature: David J. Park Date: 11-16-17

Name: David Park Title: SVP Operations

Legal WCF

Regional Mgr RMB KBGC

Mgr Planning TEY

Dir Gas Supply VLN

VP Gas Supply MS

AW

Rate Schedule: FT
Agreement No.: 36773
Primary Point(s) of Delivery
Effective Date: June 1, 2018

Exhibit A
Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	*MDP (psig)
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY Calhoun, McLean, KY Cloverport, Breckinridge, KY Commonwealth #1, Daviess, KY Commonwealth #2, Daviess, KY Dixon, Hopkins, KY Glenville, McLean, KY Habit, Daviess, KY Hartford, Daviess, KY Harvey Aluminum, Hancock, KY Hawesville #1, Hancock, KY Hawesville #2 (WES-COR), Hancock, KY Livermore, McLean, KY Marion, Caldwell, KY	3	

Transportation Path:

Sitrs/Bowl Green Mkt Lat 500 through Sitrs/Bowl Green Mkt Lat 0
Mainline Pipeline 30400 through Mainline Pipeline 31200

*Minimum Delivery Pressure

Rate Schedule: FT
Agreement No.: 36773
Primary Point(s) of Receipt
Effective Date: June 1, 2018

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day
Sltrs/Bowl Green Mkt Lat	2764	Mitchellville (Portland)	3	5,000

Rate Schedule: FT
Agreement No.: 36773
Contract Notices
Effective Date: June 1, 2018

EXHIBIT B

Contract Notices:

Customer Correspondence:

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064

Texas Gas Correspondence:

Texas Gas Transmission, LLC
610 W 2nd St
Owensboro, KY 42301

Attention: Contract Administration (Contractual matters)
Commercial Accounting (Invoice matters)
Customer Services (Scheduling and Allocation matters)

(270)926-8686

Public

DR-01

DR 1n TGT STF 35772

Rate Schedule: STF
 Agreement No.: 35772
 Primary Point(s) of Delivery
 Effective Date: December 1, 2016

Exhibit A
 Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Daily Firm Capacity MMBtu/day		*MDP (psig)
			Winter	Summer	
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY Moseleyville, Daviess, KY Niagara, Henderson, KY St Joseph, Daviess, KY	3	2,000	0	
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY Anthoston, Henderson, KY Baskett, Henderson, KY Country View, Henderson, KY Finley, Henderson, KY Hudson-Sebree, Henderson, KY Robards, Henderson, KY Rural KY Poole, Unknown, KY Sebree, Webster, KY Zion, Henderson, KY	3	500	0	
1990	Atmos KY Z-3 SLN Deduct, Unknown, KY Hanson, Hopkins, KY Madisonville, Hopkins, KY Mortons Gap, Hopkins, KY Nortonville, Hopkins, KY Otter Lake Loop Road, Hopkins, KY Rural Hayden Farm, Hopkins, KY Rural KY Madisonville, Hopkins, KY South Hopkins, Hopkins, KY South Hopkins, Unknown, KY WKG-Slaughters, Webster, KY	3	1,500	0	
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY Calhoun, McLean, KY Cloverport, Breckinridge, KY Commonwealth #1, Daviess, KY Commonwealth #2, Daviess, KY Dixon, Hopkins, KY Glenville, McLean, KY Habit, Daviess, KY Hartford, Daviess, KY Harvey Aluminum, Hancock, KY Hawesville #1, Hancock, KY Hawesville #2 (WES-COR), Hancock, KY Livermore, McLean, KY Marion, Caldwell, KY	3	1,000	100	

Rate Schedule: STF
Agreement No.: 35772
Primary Point(s) of Delivery
Effective Date: December 1, 2016

Exhibit A
Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	*MDP (psig)
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Transportation Path:

Mainline Pipeline 10001 through Sitr/Montezuma Mkt Lat 25
Mainline Pipeline 10001 through Sitr/Nortonville Mkt Lat 300
Mainline Pipeline 10001 through Sitr/Evansville Mkt Lat 450
Mainline Pipeline 10001 through Mainline Pipeline 31200

*Minimum Delivery Pressure

Rate Schedule: STF
Agreement No.: 35772
SUPPLY LATERAL CAPACITY
EFFECTIVE DATE: December 1, 2016

EXHIBIT B

Supply Lateral	Capacity Rights (MmBtu/Day)	
	Winter	Summer
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	5,000	100
Total Zone 1:	5,000	100
<u>Zone SL Supply Lateral(s)</u>		
East:	0	0
Southeast:	0	0
South:	0	0
Southwest:	0	0
West:	0	0
Total Zone SL:	0	0
Grand Total:	5,000	100

Rate Schedule: STF
Agreement No.: 35772
Contract Notices
Effective Date: December 1, 2016

EXHIBIT C

Contract Notices:

Customer Correspondence:

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064

Texas Gas Correspondence:

Texas Gas Transmission, LLC
610 W. Second Street
Owensboro, KY 42301

Attention: Contract Administration (Contractual matters)
 Commercial Accounting (Invoice matters)
 Customer Services (Scheduling and Allocation matters)

(270)926-8686

Request No. 8618

Rate Schedule STF
Agreement/Contract No.: 35772
Dated: November 3, 2016

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation, ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): 5,000 MMBtu/day - Winter Season
100 MMBtu/day - Summer Season

Term: This Agreement shall be effective beginning December 1, 2016 and shall continue in full force and effect through March 31, 2018.

At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of one year, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least one year advance written notice prior to the expiration of such primary or rollover term.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

- Exhibit A, Primary Points
- Exhibit B, Supply Lateral Capacity
- Exhibit C, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC Signature: _____ Date: _____

Name: _____ Title: _____

Atmos Energy Corporation Signature: Kenny Malter Date: 11/10/2016

Name: KENNY MALTER Title: VP, Gas Supply & Services

Legal REB
 Regional Mgr (RMB) VCSG
 Mgr Planning TEJ
 Dir Gas Supply MD

Rate Schedule: STF
 Agreement No.: 35772
 Primary Point(s) of Delivery
 Effective Date: December 1, 2016

Exhibit A
 Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Daily Firm Capacity MMBtu/day		*MDP (psig)
			Winter	Summer	
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY Moseleyville, Davless, KY Niagara, Henderson, KY St Joseph, Davless, KY	3	2,000	0	
1988	Atmos KY Z-3 SLE Deduct, Unknown, KY Anthoston, Henderson, KY Basket, Henderson, KY Country View, Henderson, KY Finley, Henderson, KY Hudson-Sebree, Henderson, KY Robards, Henderson, KY Rural KY Poole, Unknown, KY Sebree, Webster, KY Zion, Henderson, KY	3	600	0	
1990	Atmos KY Z-3 SLN Deduct, Unknown, KY Hanson, Hopkins, KY Madisonville, Hopkins, KY Mortons Gap, Hopkins, KY Nortonville, Hopkins, KY Otter Lake Loop Road, Hopkins, KY Rural Hayden Farm, Hopkins, KY Rural KY Madisonville, Hopkins, KY South Hopkins, Hopkins, KY South Hopkins, Unknown, KY WKG-Slaughters, Webster, KY	3	1,500	0	
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY Galhoun, McLean, KY Cloverport, Breckinridge, KY Commonwealth #1, Davless, KY Commonwealth #2, Davless, KY Dixon, Hopkins, KY Glenville, McLean, KY Habit, Davless, KY Hartford, Davless, KY Harvey Aluminum, Hancock, KY Hawesville #1, Hancock, KY Hawesville #2 (WES-GOR), Hancock, KY Livermore, McLean, KY Marion, Caldwell, KY	3	1,000	100	

Rate Schedule: STF
Agreement No.: 35772
Primary Point(s) of Delivery
Effective Date: December 1, 2016

Exhibit A
Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	*MDP (psig)
-----------------------------	------------------------------	------	----------------------------------	----------------

Transportation Path:

Mainline Pipeline 10001 through Silra/Montezuma Mkt Lat 25
Mainline Pipeline 10001 through Silra/Nortonville Mkt Lat 300
Mainline Pipeline 10001 through Silra/Evanville Mkt Lat 450
Mainline Pipeline 10001 through Mainline Pipeline 31200

*Minimum Delivery Pressure

Rate Schedule: STF
Agreement No.: 35772
SUPPLY LATERAL CAPACITY
EFFECTIVE DATE: December 1, 2016

EXHIBIT B

<u>Supply Lateral</u>	<u>Capacity Rights</u> <u>(MmBtu/Day)</u>	
	<u>Winter</u>	<u>Summer</u>
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	5,000	100
Total Zone 1:	5,000	100
<u>Zone SL Supply Lateral(s)</u>		
East:	0	0
Southeast:	0	0
South:	0	0
Southwest:	0	0
West:	0	0
Total Zone SL:	0	0
Grand Total:	5,000	100

Contract Notices:

Customer Correspondence:

Almos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37084

Texas Gas Correspondence:

Texas Gas Transmission, LLC
810 W. Second Street
Owensboro, KY 42301

Attention:

Contract Administration (Contractual matters)

Commercial Accounting (Invoice matters)

Customer Services (Scheduling and Allocation matters)

(270)926-8686

Rate Schedule: STP
Agreement No.: 88772
Contract Notices
Effective Date: December 1, 2016
EXHIBIT C

Request No. 8618

Rio Grande City
Agreement/Contract No.: 85772
Dated: November 3, 2016

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation, ("Customer"),

Services under this Agreement are provided pursuant to Subpart B of Subpart G, Title 19, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of this Texas Gas-REG-C Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' last-quoted Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): 5,000 MMBtu/day - Winter Season
100 MMBtu/day - Summer Season

Term: This Agreement shall be effective beginning December 1, 2016 and shall continue in full force and effect through March 31, 2018.

At the end of each primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of one year, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least one year advance written notice prior to the expiration of such primary or rollover term.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discount or negotiated rate take agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

- Exhibit A, Primary Points
- Exhibit B, Supply/Lateral Capacity
- Exhibit C, Contract/Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE SIGNANTS IN BLUE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC Signature: [Signature] Date: 11/15/16
 Name: [Signature] Title: VP
 Atmos Energy Corporation Signature: [Signature] Date: 11/14/2016
 Name: KENNY MALTER Title: VP, Gas Supply & Services

Legal [Signature]
 Regional Mgr [Signature]
 Mgr Planning [Signature]
 Dir-Gas Supply [Signature]

Rate Schedule: STF
Agreement No.: 35772
Primary Point(s) of Receipt
Effective Date: December 1, 2016

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	9539	Cotton Valley	1	5,000	100
Mainline Pipeline	8184	ETC Tiger-Bosco	1	900	0

Rate Schedule Site
 Agreement No. 85772
 Primary Point(s) of Delivery
 Effective Date: December 1, 2018
 EXHIBIT A
 Primary Point(s)

Delivery Point	Meter Name	Zone	Daily Firm Capacity (MW)	Winter	Summer
1885	Almoa KY Z-9 SLM Padco, Unknown, KY Moseleyville, Davise, KY Niagara, Henderson, KY St Joseph, Davise, KY	B	2,000	0	0
1888	Almoa KY Z-9 SLE Padco, Unknown, KY Antholton, Henderson, KY Barketh, Henderson, KY County View, Henderson, KY Finley, Henderson, KY Hickon-Sabree, Henderson, KY Robertson, Henderson, KY Furr KY Padco, Unknown, KY Sabree, Webster, KY Zion, Henderson, KY	S	500	0	0
1890	Almoa KY Z-9 SLN Padco, Unknown, KY Hanson, Hopkins, KY Madisonville, Hopkins, KY Morton Gap, Hopkins, KY Mortonville, Hopkins, KY Olar Lake Loop Road, Hopkins, KY Rural Hayes Farm, Hopkins, KY Rural KY Madsonville, Hopkins, KY South Hopkins, Hopkins, KY South Hopkins, Unknown, KY WKS-Singhler, Webster, KY	A	1,500	0	0
1898	Almoa KY Z-9 Mallins Pad, Hamook, KY Graham, Madson, KY Oversport, Frankfort, KY Commonwealth #1, Davise, KY Dixon, Hopkins, KY Shawnee, Madson, KY Habit, Davise, KY Hartford, Davise, KY Harvey Ahmann, Hamook, KY Hawesville #1, Hamook, KY Hawesville #2 (WFB-COR), Hamook, KY Lavernor, Madson, KY Milton, Caldwell, KY	9	1,000	100	100

Rate Schedule: STF
Agreement No.: 35772
Primary Point(s) of Delivery
Effective Date: December 1, 2018

Exhibit A
Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	*MDP (psig)
-----------------------------	------------------------------	------	----------------------------------	----------------

Transportation Path:

Mainline Pipeline 10001 through Silra/Montezuma Mkt Lat 25
Mainline Pipeline 10001 through Silra/Nortonville Mkt Lat 300
Mainline Pipeline 10001 through Silra/Evanville Mkt Lat 460
Mainline Pipeline 10001 through Mainline Pipeline 31200

*Minimum Delivery Pressure

Rate Schedule: STF
Agreement No.: 36772
SUPPLY LATERAL CAPACITY
EFFECTIVE DATE: December 1, 2016

EXHIBIT B

Supply Lateral	Capacity Rights (MmBtu/Day)	
	Winter	Summer
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	5,000	100
Total Zone 1:	5,000	100
<u>Zone 8L Supply Lateral(s)</u>		
East:	0	0
Southeast:	0	0
South:	0	0
Southwest:	0	0
West:	0	0
Total Zone 8L:	0	0
Grand Total:	5,000	100

Rate Schedule: STF
Agreement No.: 38772
Contract Notice
Effective Date: December 1, 2016

EXHIBIT C

Contract Notices:

Customer Correspondence:

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064

Texas Gas Correspondence:

Texas Gas Transmission, LLD
810 W. Second Street
Owensboro, KY 42301

Attention: Contract Administration (Contractual matters)
Commercial Accounting (Invoices matters)
Customer Services (Scheduling and Allocation matters)

(270)826-9886



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

R9816
Contract No. 35772

April 3, 2018

Ms. Trisha Young
Atmos Energy Corporation
377 Riverside Dr., Suite 201
Franklin, TN 37064-5393

Dear Trisha:

Reference is made to the Transportation Agreement (Agreement) dated November 3, 2016, between Texas Gas Transmission, LLC (Texas Gas) and Atmos Energy Corporation (Customer) providing for the transportation of natural gas by Texas Gas for Customer.

Accordingly, Texas Gas and Customer hereby desire to amend the Agreement between them as follows:

- A. Contract Demand(s): 2,000 MMBtu/d November - March
100 MMBtu/d April - October
- B. Exhibit A, Primary Point(s) Receipt, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Receipt.
- C. Exhibit A, Primary Point(s) Delivery, shall be deleted in its entirety and replaced with the attached Exhibit A, Primary Point(s) Delivery.
- D. Exhibit B, Supply Lateral Capacity, shall be deleted in its entirety and replaced with the attached Exhibit B, Supply Lateral Capacity.

This amendment shall become effective April 1, 2019 and shall remain in force for a term to coincide with the term of the Agreement.

The operation of the provisions of this amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations.

Except as herein amended, the Agreement between the parties hereto shall remain in full force and effect.

Contract No. 35772
Page 2
April 3, 2018

If the foregoing is in accordance with your understanding of our Agreement, please execute this amendment and return to us. We will, in turn, execute it and return a copy for your records.

Very truly yours,

ATMOS ENERGY CORPORATION

TEXAS GAS TRANSMISSION, LLC

DocuSigned by:
By: *ICM Hatter*
24E7A0D2EF8D49B...

By: *[Signature]* *JP*
4/5/18

Title: Director, Gas Supply & Services

Title: *VP LDC/Utility*

Date of Execution by Customer: April 5, 2018

Date of Execution by Texas Gas: *4/5/18*



Rate Schedule: STF
Agreement No.: 35772
Primary Point(s) of Receipt
Effective Date: April 1, 2019

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	9539	Cotton Valley	1	2,000	100

Rate Schedule: STF
 Agreement No.: 35772
 Primary Point(s) of Delivery
 Effective Date: April 1, 2019

Exhibit A
 Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	Daily Firm Capacity MMBtu/day		*MDP (psig)
			Winter	Summer	
1985	Atmos KY Z-3 SLM Deduct, Unknown, KY Moseleyville, Daviess, KY Niagara, Henderson, KY St Joseph, Daviess, KY	3	2,000	0	N/A
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY Calhoun, McLean, KY Cloverport, Breckinridge, KY Commonwealth #1, Daviess, KY Commonwealth #2, Daviess, KY Dixon, Hopkins, KY Glenville, McLean, KY Habit, Daviess, KY Hartford, Daviess, KY Harvey Aluminum, Hancock, KY Hawesville #1, Hancock, KY Hawesville #2 (WES-COR), Hancock, KY Livermore, McLean, KY Marion, Caldwell, KY	3	0	100	N/A

Transportation Path:

Mainline Pipeline 10001 through Sitrs/Montezuma Mkt Lat 25

Mainline Pipeline 10001 through Mainline Pipeline 31200

*Minimum Delivery Pressure

Rate Schedule: STF
Agreement No.: 35772
SUPPLY LATERAL CAPACITY
EFFECTIVE DATE: April 1, 2019

EXHIBIT B

Supply Lateral	Capacity Rights (MmBtu/Day)	
	Winter	Summer
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	<u>2,000</u>	<u>100</u>
Total Zone 1:	<u>2,000</u>	<u>100</u>
<u>Zone SL Supply Lateral(s)</u>		
East:	0	0
Southeast:	0	0
South:	0	0
Southwest:	0	0
West:	<u>0</u>	<u>0</u>
Total Zone SL:	<u>0</u>	<u>0</u>
Grand Total:	<u><u>2,000</u></u>	<u><u>100</u></u>

Public

DR-01

DR 1o TGT STF 36788 Suppl cap rel

KY-T-12030-R-1

Texas Gas Transmission - GasQuest

11/27/2017

NAVIGATION

GasQuest

Capacity Release - Awards

Search

TSP: 115972101 Texas Gas Transmission, LLC

Display

Award No: 3459
Bid No: 4021
Bidder: CenterPoint Energy Ser. 838611739
Offer No: 5794
Releaser: Atmos Energy Kentucky 005704478
Posting Date/Time: 11/22/2017 13:15 CCT
Modified Posting Date/Time: 11/22/2017 13:15 CCT

Process Status: Posted
Status: Confirmation
Withdrawn: No
Bidder Contract Number: 36795
Affiliate Indicator: None
Replacement Shipper Role Indicator: Asset Management Arr
Capacity Award Date/Time: 11/22/2017 13:15 CCT

Award Terms

Rate Schedule: STF
Release Term Start Date: 12/01/2017
Prearranged Deal: Yes
Permanent Release: No
Allowable Re-release: Yes

Release Term End Date: 02/28/2018

Terms/Notes - AMA: This release is made p asset management arr between the releasing the replacement shipper that the capacity releas is not reflective of the e management compens arrangements between shipper and the replac The actual compensati other consideration prc releasing shipper by th shipper for this prearra release and as part of l management arrangem financially sensitive inf will be made confidenti and upon request frc Energy Regulatory Cor pursuant to FERC Ord

IBR Index-Based Capacity Release Indicator: No
Market-Based Rate Indicator: No
Awd Qty-K: 1,000

Previously Released: No

Award Recall Information

Recall/Reput: Capacity recallable and reput must be taken by replacement shipper
Business Day: No
Recall Notification Period: Timely
 Early Evening
 Evening
 Intraday 1
 Intraday 2
 Intraday 3

Recall/Reput Terms: Recallable and reputa

Award Location(s)

Season Start	Season End	Loc/QT	Loc	Loc Zn	Loc Purp	Awd Qty-Loc
12/01/2017	02/28/2018	Receipt point(s) quantity	9412 Jefferson Island Storage	SL	M2-Receipt Location	1,000
12/01/2017	02/28/2018	Receipt point(s) to delivery point(s) quantity	3918 Mainline SL Strt 1800 Memphis Shipper Deduct	SL 1	S8-Pipeline Segment defined by 2 Locations	1,000
12/01/2017	02/28/2018	Segment(s) quantity	300 Southeast	SL	S9-Pipeline Segment defined by 1 Location	1,000

Measurement Basis: Million BTU's

Award Rate(s)

Rate Form/Type Code: Reservation charge only
Rel Acpt Bid Basis: Non-Index-Based Release - Percentage of maximum tariff rate
Reservation Rate Basis: Per Day

Rate Identification Code	Max Tri Rate	Award Pct Max Tri Rate
Reservation	\$0.3731	50%

Rate(s) stated include all applicable surcharges; no surcharge detail or surcharge total provided.

Public

DR-01

DR 1o TGT STF 36788 winter

KY-T-12030

Request No. 9567

Rate Schedule STF
Agreement/Contract No.: 36788
Dated: November 15, 2017

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation, ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): 1,000 MMBtu/day

Term: This Agreement shall be effective beginning December 1, 2017 and shall continue in full force and effect through February 28, 2018.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:
Exhibit A, Primary Points
Exhibit B, Supply Lateral Capacity
Exhibit C, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC Signature: _____ Date: _____

Name: _____ Title: _____

Atmos Energy Corporation Signature: [Signature] Date: 11/29/2017

Name: Kenny Matter Title: Director Gas Supply Services

Legal [Signature]
Regional Mgr [Signature] KBC
Mgr Planning [Signature]
Dir Gas Supply [Signature]

Rate Schedule: STF
Agreement No.: 36788
Primary Point(s) of Delivery
Effective Date: December 1, 2017

Exhibit A
Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	*MDP (psig)
1995	Atmos KY Z-3 Mainline Ded, Hancock, KY Calhoun, McLean, KY Cloverport, Breckinridge, KY Commonwealth #1, Daviess, KY Commonwealth #2, Daviess, KY Dixon, Hopkins, KY Glenville, McLean, KY Habit, Daviess, KY Hartford, Daviess, KY Harvey Aluminum, Hancock, KY Hawesville #1, Hancock, KY Hawesville #2 (WES-COR), Hancock, KY Livermore, McLean, KY Marion, Caldwell, KY	3	

Transportation Path:

Mainline Pipeline 1 through Mainline Pipeline 31200

*Minimum Delivery Pressure

Rate Schedule: STF
Agreement No.: 36788
Primary Point(s) of Receipt
Effective Date: December 1, 2017

Exhibit A

Primary Point(s)

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day
Southeast	9412	Jefferson Island Storage	SL	1,000

Rate Schedule: STF
Agreement No.: 36788
SUPPLY LATERAL CAPACITY
EFFECTIVE DATE: December 1, 2017

EXHIBIT B

Supply Lateral	Capacity Rights (MmBtu/Day)
<hr/>	
<u>Zone 1 Supply Lateral(s)</u>	
North Louisiana:	0
	<hr/>
Total Zone 1:	0
<u>Zone SL Supply Lateral(s)</u>	
East:	0
Southeast:	1,000
South:	0
Southwest:	0
West:	0
	<hr/>
Total Zone SL:	1,000
	<hr/>
Grand Total:	1,000
	<hr/> <hr/>

Rate Schedule: STF
Agreement No.: 36788
Contract Notices
Effective Date: December 1, 2017

EXHIBIT C

Contract Notices:

Customer Correspondence:

Atmos Energy Corporation
377 Riverside Dr Ste 201
Franklin, TN 37064

Texas Gas Correspondence:

Texas Gas Transmission, LLC
610 W 2nd St
Owensboro, KY 42301

Attention: Contract Administration (Contractual matters)
 Commercial Accounting (Invoice matters)
 Customer Services (Scheduling and Allocation matters)

(270)926-8686

Public

DR-01

DR 1p Trunk FT 14573

WKG-10271

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. **T -FTS- 014578**

THIS AGREEMENT is made effective as of the 1st day of
February, 1996, by and between: -----

TRUNKLINE GAS COMPANY, (hereinafter called "Trunkline"), a
Delaware Corporation,

and

WESTERN KENTUCKY GAS COMPANY, A DIVISION OF ATMOS ENERGY CORPORATION
(hereinafter called "Shipper").

Shipper represents and warrants that Shipper conforms to the
requirements of 18 C.F.R.

Section 284.102	(284B - Intrastate Pipelines or Local Distribution Companies)	X
Section 284.222	(284G - Interstate Pipelines)	-----
Section 284.223	(284G - Others)	-----

In consideration of the mutual covenants and agreements as herein set
forth, both Trunkline and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

Trunkline agrees to receive at the Points of Receipt and
deliver at the Points of Delivery, on a firm basis, Quantities of
Natural Gas up to the following daily Quantity (Dt), which shall
constitute the Maximum Daily Quantity:

As specified on Exhibit B

The Maximum Daily Quantity is stated in delivered Quantities, for
which received Quantities must be adjusted for fuel usage and lost or
unaccounted for Gas as set out in the then-effective, applicable rates
and charges under Trunkline's Rate Schedule FT.

RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

Exhibit A hereto states the Points of Receipt and Points of Delivery. Exhibit A may be revised from time to time by written agreement between Trunkline and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Quantity shall be assigned among the primary Points of Receipt set out on Exhibit A, as well as among the primary Points of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

ARTICLE 2 - TERM

The term of this Agreement shall commence on November 1, 1996
and shall remain effective for a primary term of 5 year(s)
and thereafter shall continue in effect until terminated by Trunkline or Shipper upon at least six (6) months prior written notice by certified mail to the other, as of any date not earlier than the date of expiration of the primary term, provided that the term of this Agreement shall be subject to applicable provisions of Section 11 of the General Terms and Conditions.

Trunkline shall have the right to terminate service hereunder in the following circumstances: (1) if 18 C.F.R., Part 284 of the Commission's Regulations in effect on the date stated above is stayed, modified or overturned by an appellate court or by the Commission in response to the order of an appellate court; (2) if Trunkline terminates self-implementing transportation under Section 311 of the NGPA or Section 7(c) of the Natural Gas Act on a general, non-discriminatory basis; or (3) pursuant to any effective provisions for termination of this Agreement by Trunkline as stated in Rate Schedule FT or the General Terms and Conditions.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Trunkline the then-effective, applicable rates and charges under Trunkline's Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions or any other provisions of Trunkline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Trunkline shall retain, as Fuel Reimbursement, the percentage of the Quantities delivered to Shipper hereunder, as provided pursuant to Rate Schedule FT.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule FT and the General Terms and Conditions of Trunkline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Trunkline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule FT and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes, cancels, and terminates, as of the date(s) stated below, the following Agreement(s) (if any) with respect to the Transportation of Natural Gas between Trunkline and Shipper:

RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

ARTICLE 7 - NOTICES

The Post Office addresses of both Trunkline and Shipper are as follows:

TRUNKLINE

Payment:

Trunkline Gas Company
Attn: Cash Management
P. O. Box 1311
Houston, Texas 77251-1311

Nomination and
Scheduling:

Trunkline Gas Company
Attn: Nominations and Allocations
P. O. Box 1642
Houston, Texas 77251-1642

BUSINESS DAY, OR SATURDAY AND
SUNDAY 8 a.m. - 12 p.m. CT
Phone: (713) 627-5638
FAX: (713) 627-5636

ALL OTHER HOURS

Attn: Gas Control Operations
Phone: (713) 627-5621

Pipeline Emergencies:
(Not to be used for
any other purpose)

Trunkline Gas Company
Attn: Gas Control
P. O. Box 1642
Houston, Texas 77251-1642
Phone: (713) 627-5621
Toll Free: 1-800-225-3913
Texas only: 1-800-221-1084

All Other:

Trunkline Gas Company
Attn: Marketing Operations
P. O. Box 1642
Houston, Texas 77251-1642
Phone: (713) 627-4707
Fax: (713) 627-4752

RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

SHIPPER

Billing:

WESTERN KENTUCKY GAS COMPANY, A DIVISION OF ATMOS
5430 LBJ FRWY., STE. ~~1000~~ 700 ENERGY CORPORATION
LINCOLN CENTER
DALLAS , TX 75240 788-3756
Attn: INTERSTATE GAS SUPPLY 214-~~934-9227~~

Nomination and
Scheduling: (1)

WESTERN KENTUCKY GAS COMPANY, A DIVISION OF ATMOS
5430 LBJ FRWY., STE. ~~1000~~ 700 ENERGY CORPORATION
LINCOLN CENTER
DALLAS , TX 75240 788-3764
Attn: ~~MARSHA SMITH~~ 214-~~934-9227~~
INTERSTATE GAS SUPPLY

All Other:

WESTERN KENTUCKY GAS COMPANY, A DIVISION OF ATMOS
5430 LBJ FRWY., STE. ~~1000~~ 700 ENERGY CORPORATION
LINCOLN CENTER
DALLAS , TX 75240
Attn: ~~JOHN HUCK~~ 214-788-3758
INTERSTATE GAS SUPPLY

(1) Please provide street address in addition to mailing address.

RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

IN WITNESS WHEREOF, both Trunkline and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

WESTERN KENTUCKY GAS COMPANY, A DIVISION OF ATMOS ENERGY CORPORATION

By: GORDON J. ROY

Title: VICE-PRESIDENT

EXECUTED Gordon J. Roy *SL*
2/28/96

TRUNKLINE GAS COMPANY

By: [Signature]

Title: Vice President

EXECUTED 2-28-96

RATE SCHEDULE FT (Continued)
 FIRM TRANSPORTATION SERVICE
 FORM OF SERVICE AGREEMENT

EXHIBIT A
 Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Points of Receipt

Seq. No.	Received From	Location	County	State	Meter No.	MDRO (Net of Fuel Reimbursement)
1	ST 162/147 - OFFSH	ST 147	OFFSHO	LA	82510	8000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained by	Atmos. Pres. (Psia)
1	EXISTING	FLD	TRUNKLINE GAS	14.70

Secondary Points of Receipt

opper shall have the secondary Points of Receipt as set forth in Section 2.2
 Trunkline's Rate Schedule FT.

RATF SCHEDULE FT (Continued)
 F M TRANSPORTATION SERVICE
 FORM OF SERVICE AGREEMENT

EXHIBIT A
 Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Points of Delivery

Seq. No.	Delivered To	Location	County	State	Meter No.	MDDO
1	WESTERN KENTUCKY-PADUCAH		BALLARD	KY		8000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained by	Atmos. Pres. (Psia)
1	PROPOSED	Z1B	TRUNKLINE GAS	14.40

Secondary Points of Delivery

Shipper shall have the secondary Points of Delivery as set forth in Section 2.3
 Trunkline's Rate Schedule FT.

**TRUNKLINE GAS COMPANY
AND WESTERN KENTUCKY GAS COMPANY
A DIVISION OF ATMOS ENERGY CORPORATION**

EXHIBIT B

T-FTS- T -FTS- 014573

EFFECTIVE PERIOD	MAXIMUM DAILY QUANTITY (Dt/d)
11/01/96 - 04/30/97	8,000
05/01/97 - 09/30/97	2,200
10/01/97 - 04/30/98	8,000 ¹
05/01/98 - 09/30/98	2,200 ¹
10/01/98 - 04/30/99	8,000 ¹
05/01/99 - 09/30/99	2,200 ¹
10/01/99 - 10/31/99	8,000 ¹
11/01/99 - 04/30/00	11,000
05/01/00 - 09/30/00	3,025
10/01/00 - 04/30/01	11,000 ²
05/01/01 - 09/30/01	3,025 ²
10/01/01 - 10/31/01	11,000 ²

Notes:

1. Effective November 1, 1997 and no later than November 1, 1999, WKG will have the option to increase the Winter Contract Quantity (Oct.-Apr.) by up to a total of 3,000 Dt/d and the Summer Contract Quantity (May-Sept.) up to 825 Dt/d in increments appropriate with WKG's actual load growth in the Paducah area. WKG must give six months written notice to Trunkline prior to any such increases in the contract quantity. Effective November 1, 1999 the minimum applicable seasonal MDQ's shall be 11,000 Dt/d during the winter term and 3,025 Dt/d during the summer term.

2. Effective November 1, 2000, WKG will have the option to increase the Winter Contract Quantity (Oct.-Apr.) by up to a total of 2,000 Dt/d and the Summer Contract Quantity (May-Sept.) by up to a total of 550 Dt/d. WKG must notify Trunkline in writing by May 1, 2000 to increase the contract quantity. If WKG elects to increase its contract quantity, the maximum applicable seasonal MDQ's shall be 13,000 Dt/d during the winter term and 3,575 Dt/d during the summer term. If WKG does not notify Trunkline by May 1, 2000, then Trunkline will not be obligated to provide the incremental capacity.



TRUNKLINE GAS COMPANY, LLC
An ENERGY TRANSFER Company

WKG-10271-18

Trunkline-14573

October 21, 2016

SUPERSEDES DISCOUNT LETTERS DATED JUNE 3, 2013 AND
MARCH 30, 2016 AND ANY PREVIOUS AMENDMENTS

Ms. Tricia Young
Atmos Energy Corporation
1100 Poydras St, STE 3400
New Orleans, LA 70163

Re: Discounted Rate for Firm Transportation Service
Trunkline Gas Company, LLC
Rate Schedule FT
Agreement No. 14573

Dear Ms. Young:

Trunkline Gas Company, LLC ("Pipeline") and Atmos Energy Corporation ("Shipper") (sometimes referred to herein individually as a "Party" and jointly as the "Parties") agree that rate(s) payable by Shipper under Pipeline's firm transportation service agreement referenced above ("Service Agreement") and described in this Letter Agreement shall be discounted as set forth below.

1. Pipeline is providing Shipper a transportation rate discount pursuant to the provisions of Article 3 of the Service Agreement. Effective November 1, 2016, this Letter Agreement and the Service Agreement constitute the entire agreement of the Parties and supersede all prior understandings and agreements, oral or written, related to the firm transportation capacity provided pursuant to such Service Agreement No. 14573.
2. Subject to the provisions of this Letter Agreement, the term of the discount shall begin on November 1, 2016 and end on March 31, 2020 ("Discount Period"). After the Discount Period, Shipper shall pay Pipeline the maximum rates for the service as set forth in the Pipeline's FERC Gas Tariff from time to time.
3. During the Discount Period, for each billing month, Shipper shall pay Pipeline the rate components in Pipeline's FERC Gas Tariff as follows:
 - a) The "Discounted Rate" per Dekatherm ("Dth"), as stated in Paragraph 4, shall include the Reservation Charge stated on the basis of a daily charge per Dth and shall be charged for the maximum daily contract quantity for each day of the month.

Letter to Atmos Energy Corporation - 14573
 October 21, 2016
 Page 2 of 4

- b) All other current rates and surcharges stated in Pipeline's FERC Gas Tariff, including, but not limited to, Minimum Usage Charge, ACA, Fuel Reimbursement, gathering, penalty charges, overrun charges, scheduling charges, cash-out charges, and charges for receipts and deliveries other than at discounted points specified in Paragraph 4 and, in addition, all other charges and surcharges which may become effective from time to time in the future.
4. The Discounted Rate shall apply only to the service and entitlement contract quantities and the receipt and delivery points provided under the Service Agreement as specified below:

FT Agreement 14573

DISCOUNTED RATE (daily Reservation Rate) = See table below
 TOTAL QUANTITY for FT Agreement 14573 - See table below

<u>Effective Period</u>	<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Quantity (Dth/day)</u>	<u>Discounted Daily Reservation Rate (\$/Dth)</u>
November 1 st - March 31 st	Lakeside - NGPL (81718)	West Paducah - Atmos Energy (82041)	6,000	\$0.1775
April 1 st - October 31 st	Lakeside - NGPL (81718)	West Paducah - Atmos Energy (82041)	1,250	\$0.1775

In addition, if Shipper receives gas from the following secondary receipt point(s) for delivery to a discounted delivery point, it shall retain the same Discounted Rate:

Secondary Receipt Point(s): West Louisiana (WLA)
 Zone 1A (Z1A)

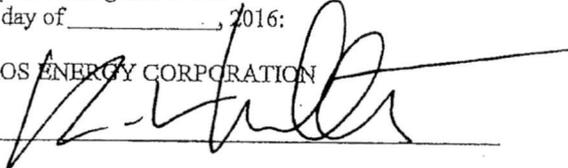
5. If from time to time during the Discount Period the Discounted Rate is lower than the then effective applicable minimum rate set forth in Trunkline's tariff, then the Discounted Rate will be increased to equal the respective minimum tariff rate. Notwithstanding any other provisions of this Service Agreement, in no event shall the Discounted Rate billed by Transporter be less than the applicable minimum rate or more than the applicable maximum rate set forth in Transporter's Tariff, as may be revised from time to time.
6. Shipper shall have the same right of first refusal with respect to the Service Agreement as a shipper paying maximum tariff rates would have under GT&C Section 11.3 of Pipeline's FERC Gas Tariff.

¹ During each year of the Discount Period.

Letter to Atmos Energy Corporation - 14573
October 21, 2016
Page 4 of 4

Accepted and Agreed to this
____ day of _____, 2016:

ATMOS ENERGY CORPORATION

By:  _____

Print Name: _____

Title: _____

Legal 
Regional Mgr  KBG
Mgr Planning  TEA
Dir Gas Supply MD

Letter to Atmos Energy Corporation - 14573
October 21, 2016
Page 3 of 4

7. In the event of a temporary capacity release, Shipper shall remain obligated to Pipeline for the rate established in this Letter Agreement. In the event of a permanent release, Shipper shall be obligated to pay Pipeline an amount which will maintain the economic value of this Letter Agreement, unless Pipeline agrees otherwise.
8. This Letter Agreement shall be binding upon and inure to the benefit of any successor to either Party by merger, consolidation or acquisition; otherwise, neither Party shall assign this Letter Agreement or any of its rights or obligations hereunder unless it shall first have obtained the written consent of the other Party. Such consent shall not be unreasonably withheld. No consent shall be required for the pledging or mortgaging by either Party of its rights hereunder as security for its indebtedness.
9. The Parties and their respective employees, agents and attorneys shall not disclose or communicate the substance or terms of this Letter Agreement to any other person unless (a) required by law, regulation or order of government authority, including such disclosure of the terms hereof as may be required in proceedings before the Federal Energy Regulatory Commission or other regulatory agency having jurisdiction, or (b) the Party wishing to make the disclosure first obtains the express written consent of the other Party or (c) the Party making the disclosure enters into a protective agreement with such other person or persons to provide that the substance and terms of this Letter Agreement remain confidential.

If you are in agreement with the foregoing, please have a duly authorized representative sign both originals of this Letter Agreement in the appropriate space provided below, and return both executed originals to the letterhead address.

Sincerely,
TRUNKLINE GAS COMPANY, LLC

Representative: M. Jackie Butler
Print Name: M. Jackie Butler

TRUNKLINE GAS COMPANY, LLC

By: _____

Print Name: Beth A. Hickey

Title: SVP Marketing

Contract Admin	<input checked="" type="checkbox"/>
Optimization	<input type="checkbox"/>
Legal	<input type="checkbox"/>

Contract No. 14573
Amendment No. 10

AMENDMENT TO TRANSPORTATION AGREEMENT

Parties : TRUNKLINE GAS COMPANY, LLC and
ATMOS ENERGY CORPORATION

Acting on Behalf of
Atmos Energy Corporation

The above parties, by their execution of the Exhibit A referenced below, hereby agree to amend their Transportation Agreement dated 11/01/1996 designated as Contract Number 14573 as follows:

1. Exhibit A is hereby amended and superseded with the Exhibit A attached hereto.
2. This Amendment shall be effective from the Effective Date as set out on Exhibit A.
3. Except as provided herein, all other terms and conditions of this Agreement will remain in full force and effect.
4. Reason for Amendment: Increase CQ.

Contract No. 14573
Amendment No. 10

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT
Between
TRUNKLINE GAS COMPANY, LLC
and ATMOS ENERGY CORPORATION

Contract No. 14573

Acting on Behalf of
Atmos Energy Corporation

Effective Date: November 01, 2016
Supersedes Exhibit A dated: April 01, 2017

Maximum Daily Quantity for each specified period of the Agreement:

Effective from 11/01/2016 through 03/31/2017:	6,000 Dt.
Effective from 04/01/2017 through 10/31/2017:	1,250 Dt.
Effective from 11/01/2017 through 03/31/2018:	6,000 Dt.
Effective from 04/01/2018 through 10/31/2018:	1,250 Dt.
Effective from 11/01/2018 through 03/31/2019:	6,000 Dt.
Effective from 04/01/2019 through 10/31/2019:	1,250 Dt.
Effective from 11/01/2019 through 03/31/2020:	6,000 Dt.

Contract No. 14573
Amendment No. 10

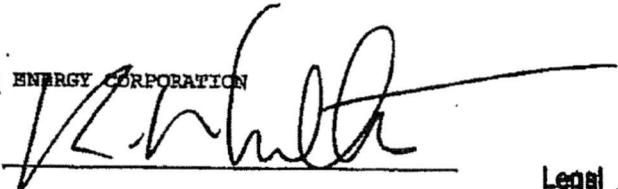
EXHIBIT A

**Transportation Agreement
For
Firm Service
Under Rate Schedule FT
Between
TRUNKLINE GAS COMPANY, LLC
and ATMOS ENERGY CORPORATION
Contract No. 14573**

Acting on Behalf of
Atmos Energy Corporation

ATMOS ENERGY CORPORATION

BY: _____



(Please type or print name)

Title: _____

Executed: _____

**KENNY MALTER
VP, Gas Supply & Services**

Legal KE

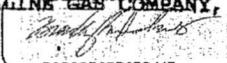
Regional Mgr MP VSG

Mgr Planning TEY

Dir-Gas Supply MP

DocuSigned by:
TRUNKLINE GAS COMPANY, LLC

BY: _____


Bradley Holmes

(Please type or print name)

Title: Vice President - Market Services

Executed: _____

10/26/2016

Contract No. 14573
 Amendment No. 10

EXHIBIT A
 Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Location	County	State	Meter No.	MDDO
Effective from: 11/01/2016		Through: 03/31/2017				
1	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	6,000
Effective from: 04/01/2017		Through: 10/31/2017				
2	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	1,250
Effective from: 11/01/2017		Through: 03/31/2018				
3	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	6,000
Effective from: 04/01/2018		Through: 10/31/2018				
4	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	1,250
Effective from: 11/01/2018		Through: 03/31/2019				
5	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	6,000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 11/01/2016			Through: 03/31/2017	
1	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 04/01/2017			Through: 10/31/2017	
2	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 11/01/2017			Through: 03/31/2018	
3	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 04/01/2018			Through: 10/31/2018	
4	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 11/01/2018			Through: 03/31/2019	
5	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7

Contract No. 14573
 Amendment No. 10

EXHIBIT A
 Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDDO</u>
Effective from: 04/01/2019		Through: 10/31/2019				
6	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	1,250
Effective from: 11/01/2019		Through: 03/31/2020				
7	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	6,000

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Zone</u>	<u>Operated and Maintained By</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: 04/01/2019			Through: 10/31/2019	
6	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 11/01/2019			Through: 03/31/2020	
7	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7

Contract No. 14573
 Amendment No. 10

EXHIBIT A
 Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Point(s) of Receipt

Seq. No.	Received From	Location	County	State	Meter No.	MDRO (Net of Fuel Reimbursemen
	Effective from: 11/01/2016					
	Through: 03/31/2017					
1	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	6,000
	Effective from: 04/01/2017					
	Through: 10/31/2017					
2	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	1,250
	Effective from: 11/01/2017					
	Through: 03/31/2018					
3	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	6,000
	Effective from: 04/01/2018					
	Through: 10/31/2018					
4	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	1,250
	Effective from: 11/01/2018					
	Through: 03/31/2019					
5	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	6,000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
	Effective from: 11/01/2016			
	Through: 03/31/2017			
1	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
	Effective from: 04/01/2017			
	Through: 10/31/2017			
2	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
	Effective from: 11/01/2017			
	Through: 03/31/2018			
3	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
	Effective from: 04/01/2018			
	Through: 10/31/2018			
4	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
	Effective from: 11/01/2018			
	Through: 03/31/2019			
5	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7

Contract No. 14573
 Amendment No. 10

EXHIBIT A
 Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Point(s) of Receipt

Seq. No.	Received From	Location	County	State	Meter No.	MDRO (Net of Fuel Reimbursemen
Effective from: 04/01/2019		Through: 10/31/2019				
6	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	1,250
Effective from: 11/01/2019		Through: 03/31/2020				
7	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	6,000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 04/01/2019		Through: 10/31/2019		
6	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 11/01/2019		Through: 03/31/2020		
7	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7

Contract No. 14573
Amendment No. 10

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FT
Secondary Point(s) of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Trunkline's Rate Schedule FT.

Contract No. 14573
Amendment No. 10

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule FT
Secondary Point(s) of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Trunkline's Rate Schedule FT.

Certificate Of Completion

Envelope Id: D03E898431B94071AAF665FB06819511
 Subject: Please DocuSign this document: 14573.PDF
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Mark Enns
 1300 Main Street
 Houston, TX 77002
 mark.enns@energytransfer.com
 IP Address: 108.171.132.162

Record Tracking

Status: Original
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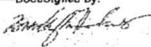
Holder: Mark Enns
 mark.enns@energytransfer.com

Location: DocuSign

Signer Events

Bradley Holmes
 brad.holmes@energytransfer.com
 Vice President - Market Services
 Energy Transfer Partners, L.P.
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Signature

DocuSigned by:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Alicia Kesler
 Alicia.Kesler@energytransfer.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 10/26/2016 10:59:38 AM

Larry Biediger
 larry.biediger@energytransfer.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 10/26/2016 10:59:38 AM

Trisha Young
 trisha.young@atmosenergy.com
 Security Level: Email, Account Authentication (None)

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Sent: 10/26/2016 10:59:38 AM

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

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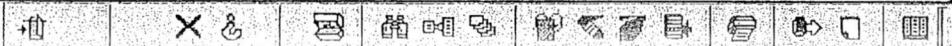
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Completed	Security Checked	10/26/2016 10:59:38 AM

Public

DR-01

DR 1q ANR FTS1 122803 Cap Rel

KYMS-T-1700-R-4



Award Detail

Offer ID: 24336 Bid ID: 26581 Rate Schedule: FTS-1 Perm. Rel. Ind. Affiliator Indicator: No
 Releasing Entity: 108203241 ATMOS ENERGY CORP Awd No: 16364 Releasing Contract ID: 122803
 Replacement Entity: 838611739 CENTERF Awd Div/Time: 3/28/2017 11:00 Replacement Contract ID: 129398
 Segmented Release (Secondary receipt to primary delivery) Replacement Gathering Contract ID:
 Gathering Included Bid Evaluation Method:
 Rights to amend primary points: No
 Repl SR Role Ind: AMA
 All Re-rel
 Disc Ind: 7 Capacity being released includes discount Rel Acpt Bid Basis: Non-IBR Dollars and Cents
 Recall / Reput Type: Recallable/Reput Prev Rel: 2
 Business Day Indicator
 Recall Notf periods: Timely Intraday 1 Intraday 2 Intraday 3 Early Evening Evening

Awarded Offer Info

Release	Release	Start Date	End Date	Annual	Summer	Winter	Max	Min
Rate	Rate	MDQ	MDQ	MDQ	MDQ	MDQ	Rate	Rate
8.7620	0	0	0	6000	0	0	0	1.82

Awarded Bid Info

Bid Start	End Bid	Annual Bid	Summer Bid	Winter Bid	Award	Bid Award	MDQ	Bid Rate
Date	Date	MDQ	MDQ	MDQ	MDQ	MDQ	MDQ	MDQ
4/1/2017	3/31/2019	6000	0	0	6000	0	0	1.8250

IBR Bid Diff: IBR Bid Diff Floor: IBR Bid %: IBR Var Oper Ind: IBR Var Oper Ind
 IBR Form Var: IBR Ind: IBR Math Oper Ind: IBR Rel 1: IBR Rel 1 Mult:
 IBR Rel 2: IBR Rel 2 Mult: IBR Rate Default: IBR Rate Floor
 IBR Formula ID:
 Dir Special Terms:
 This release is made pursuant to an asset management arrangement between the releasing shipper and the replacement shipper. Please note that the capacity release
 IBR Unique Formula Special Terms

Public

DR-01

DR 1r- pipeline transp storage contract summary list

Atmos Energy Corporation - Response to DR1

Pipeline Transportation and Storage contracts 2018 and five previous years
units stated in Dth (aka MMBtu)

Tennessee Gas Pipeline - Firm Storage Service

Rate Schedule	Contract #	Termination	MDIQ	MDWQ	MSQ	notes/comments
FS-MA	2383	3/31/2020 Evergreen	6,026	19,784	903,859	No storage ratchets No change in terms in past 5 years.
FS-PA	2384	3/31/2020 Evergreen	2,731	2,914	409,679	No storage ratchets No change in terms in past 5 years.

Tennessee Gas Pipeline - Firm Transportation Service

Rate Schedule	Contract #	Termination	MDQ	notes/comments
FT-G	2546	3/31/2020 Evergreen	24,000	Entitlements sculpted by month & season; the max entitlements MDQ shown are for Dec-Feb. No change in terms in past 5 years, other than some rcpt point changes.
FT-A	300264	3/31/2020	2,500	This is a segmented capacity contract that was effective 4/1/2014. Discount rates apply. No change in terms in past 5 years, other than some rcpt point changes.
FT-A	95033	3/31/2020 Evergreen	12,000	This is a discounted contract. No change in terms in past 5 years, other than some rcpt point changes.

notes/comments:

A small 500 Dth/day winter-only FT-A contract was held, Nov2014-Mar2015 k#308768, and Nov2015-Mar2016 k#315597.

Atmos Energy Corporation - Response to DR1 (continued)
 Pipeline Transportation and Storage contracts 2018 and five previous years
 units stated in Dth (aka MMBtu)

Texas Gas Transmission - Firm No Notice Storage Service

Rate			2014-2018	2013	2014-2018	2013	2014-2018	2013	2014-2018	2013
Schedule	Contract #	Termination	MDQ	MDQ	MDIQ	MDIQ	MDWQ	MDWQ	MSQ	MSQ
NNS (a)	29760	10/31/2020	44,500	45,500	17,355	17,745	18,631	19,050	1,335,000	1,365,000
NNS (a)	29762	10/31/2020	82,000	81,000	27,690	27,300	16,702	16,283	2,130,000	2,100,000
NNS (a)	29763	10/31/2020	13,500	13,500	4,890	4,890	5,727	5,727	376,150	376,150
NNS (b)	31185	10/31/2013		1,500		361		1,253		27,750

notes/comments:

- (a) These NNS contracts include transportation and storage service. Entitlements are sculpted by month & seasonally; the max entitlements shown are for Nov-Mar.
- (b) This contract was acquired through acquisition of the Livermore system; capacity was only held temporarily until expiration Oct2013.

Texas Gas Transmission - Firm Transportation Service

Rate			2018	2017	2016	2015	2014	2013	
Schedule	Contract #	Termination	MDQ	MDQ	MDQ	MDQ	MDQ	MDQ	notes/comments
FT*	29759(+29761)	10/31/2020	16,500	16,500	16,500	16,500	16,500	16,500	2 contracts were combined into 1 in 2015.
FT*	31097(+29765)	10/31/2020	5,000	5,000	5,000	5,000	5,000	5,000	2 contracts were combined into 1 in 2015.
FT*	34380	10/31/2020	10,000	10,000	10,000	10,000	10,000		Contract was added 12/16/2014.
FT*	37063(34674/32799)	3/31/2019	6,328	6,328	6,328	6,328	6,328	6,328	Segmented contract, eff. 1/4/2013 to current.
STF	35772	3/31/2020	5,000	5,000	5,000				Sculpted capacity, MDQ is for Nov-Mar, segmented 12/16- 3/17.
STF	36788	Dec17-Feb18	1,000	1,000					Seasonal winter only capacity; w/ segmented rate.
FT	36773	5/31/2028	5,000						New contract eff 6/1/2018.

notes/comments:

- * Discount from Texas Gas max demand rate.

Trunkline Gas Company - Firm Transportation Service

Rate			2018	2017	2016	2015	2014	2013	
Schedule	Contract #	Termination	MDQ	MDQ	MDQ	MDQ	MDQ	MDQ	notes/comments
FT*	14573	3/31/2020	6,000	6,000	6,000	5,000	5,000	5,000	Sculpted capacity; the max entitlement MDQ shown is for Nov-Mar.

notes/comments:

- * Discount from Trunkline max FT demand rate.

ANR Pipeline Company - Firm Transportation Service

Rate			2018	2017	2016	2015	2014	2013	
Schedule	Contract #	Termination	MDQ	MDQ	MDQ	MDQ	MDQ	MDQ	notes/comments
FTS-1	123707	2/28/2014						6,000	Winter only contract eff Dec2013-Feb2014
FTS-1*	122803	3/31/2019	6,000	6,000	6,000	6,000	6,000		Segmented capacity, eff. 3/1/2014 to current. Discount rates apply.

notes/comments:

- * Discount from ANR max FT demand rate.

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

2. Provide copies of all current contracts for commodity supply. Provide a comparison of the terms of these commodity supply agreements with those that were utilized during the five previous calendar years. Explain all efforts to ensure that commodity gas supply costs were and are the lowest possible cost, and consistent with security of supply.

Response and Attachments Filed Under Petition for Confidentiality

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

3. Provide gas supply and capacity contract summaries showing significant contract terms, daily/monthly/annual entitlements, and pricing. Identify any capacity changes (renegotiated and expired agreements, de-contracting, assignment, or long-term release) that took place during the most recent year.

Response and CONFIDENTIAL attachments:

See the response to DR 2 for the gas supply contract summaries and significant terms. Please see Attachment **DR 3a- CONFIDENTIAL Gas Supply vols & pricing Jul17-Jun18** for a summary of the gas supply pricing and volumes in the past twelve months. Please see responses to DR 1 and DR 4 for the transportation and storage capacity contract summaries and significant terms. Please see Attachment **DR 3b- CONFIDENTIAL Capacity pricing Jul17-Jun18** for a summary of the capacity pricing in the past twelve months.

Regarding capacity changes during the most recent year, for Texas Gas Transmission (TGT), STF contract #35772 capacity stayed the same, but 2,000 Dth receipt point entitlements were shifted from Z2 Dyersburg to Z1 Cotton Valley and ETC Tiger-Bosco. A small Dec2017-Feb2018 TGT STF contract was acquired k #36788 for 1,000 MDQ. A new Z3 TGT FT contract # 36773 was acquired for 5,000 MDQ effective Jun2018-May2028. TGT FT contract #34674 for Z2 to Z4 capacity of 6,328 MDQ expired 3/31/2018, and was replaced by FT contract #37063 with the exact same capacity and a one year term Apr2018-Mar2019.

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4. Provide Atmos’s storage arrangements; state the maximum daily injection and withdrawal rates; and the decline in deliverability that occurs as gas is withdrawn.

Response:

Atmos’ interstate pipeline storage arrangements (MSQ, MDWQ and MDIQ) are shown in the attachment provided in response to Appendix B DR1 above. The decline in deliverability is as follows:

Tennessee Gas Pipeline storage – no decline in deliverability in either storage contract.

Texas Gas Transmission NNS 29760

MSQ	Inventory	MDWQ
100-25%	1,335,000 - 333,750	18,631
25-20%	333,750 - 267,000	16,768
20-15%	267,000 - 200,250	15,836
15-10%	200,250 - 133,500	14,905
10 - 0%	133,500 - 0	13,973

Texas Gas Transmission NNS 29762

MSQ	Inventory	MDWQ
100-25%	2,130,000 - 532,500	16,702
25-20%	532,500 - 426,000	15,032
20-15%	426,000 - 319,500	14,197
15-10%	319,500 - 213,000	13,362
10 - 0%	213,000 - 0	12,527

Texas Gas Transmission NNS 29763

MSQ	Inventory	MDWQ
100-25%	376,150 - 94,038	5,727
25-20%	94,038 - 75,230	5,154
20-15%	75,230 - 56,423	4,868
15-10%	56,423 - 37,615	4,582
10 - 0%	37,615 - 0	4,295

Additionally, five Company Owned KY on-system storage fields and a contract KY on-system storage field, East Diamond Storage, are utilized to serve KY customers. Please see Attachment

DR4 – KY Storage Fields that shows the field capacities and operating parameters.

Public

DR-04

DR 4a KY Storage Fields

ATMOS ENERGY CORPORATION - Attachment DR 4
 Company Owned and On System Storage Parameters

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
Company-Owned Storage				
St. Charles	Madisonville	Hopkins County, KY	2,685,196	43,175
Bon Harbor	Owensboro	Daviess County, KY	778,600	17,087
Hickory	Owensboro	Daviess County, KY	499,257	20,000
Grandview	Owensboro	Daviess County, KY	305,400	4,457
Kirkwood	Madisonville	Hopkins County, KY	249,638	13,478
Atmos Kentucky Company Owned Total			4,518,091	98,197
Contract Storage				
East Diamond (see ratchet information below)		Hopkins County, KY	2,160,000	27,341
Ratchets for Bon Harbor				
		Ratchet Level	MSQ	
			778,600	Note 1
			MDIQ	
Maximum Daily Injection Quantity			12,296	
			MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 0.62 Bcf to 0.78 Bcf (80% - 100%)		15,191	Note 2
	If Balance is 0.43 Bcf to 0.62 Bcf (55% - 80%)		12,820	
	If Balance is 0.23 Bcf to 0.43 Bcf (30% - 55%)		10,449	
	If Balance is 0.16 Bcf to 0.23 Bcf (20% - 30%)		9,501	
	If Balance is 0.16 Bcf or less (<20%)		8,552	
Note 1: Storage capacity is stated in MCF				
Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum/maximum withdrawal quantities are not guaranteed.				
Ratchets for Grandview				
		Ratchet Level	MSQ	
			305,400	Note 1
			MDIQ	
Maximum Daily Injection Quantity			3,266	
			MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 0.24 Bcf to 0.31 Bcf (80% - 100%)		3,476	Note 2
	If Balance is 0.17 Bcf to 0.24 Bcf (55% - 80%)		2,341	
	If Balance is 0.09 Bcf to 0.17 Bcf (30% - 55%)		1,306	
	If Balance is 0.06 Bcf to 0.09 Bcf (20% - 30%)		920	
	If Balance is 0.06 Bcf or less (<20%)		550	
Note 1: Storage capacity is stated in MCF				
Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum/maximum withdrawal quantities are not guaranteed.				
Ratchets for Hickory				
		Ratchet Level	MSQ	
			499,257	Note 1
			MDIQ	
Maximum Daily Injection Quantity			16,698	
			MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 0.40 Bcf to 0.50 Bcf (80% - 100%)		18,538	Note 2
	If Balance is 0.27 Bcf to 0.40 Bcf (55% - 80%)		14,850	
	If Balance is 0.15 Bcf to 0.27 Bcf (30% - 55%)		10,434	
	If Balance is 0.10 Bcf to 0.15 Bcf (20% - 30%)		8,463	
	If Balance is 0.10 Bcf or less (<20%)		6,375	
Note 1: Storage capacity is stated in MCF				
Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum/maximum withdrawal quantities are not guaranteed.				

ATMOS ENERGY CORPORATION - Attachment DR 4
 Company Owned and On System Storage Parameters

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
Ratchets for Kirkwood		Ratchet Level	MSQ	
			249,638	Note 1
			MDIQ	
Maximum Daily Injection Quantity			4,814	
			MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 0.20 Bcf to 0.25 Bcf (80% - 100%)		8,364	
	If Balance is 0.14 Bcf to 0.20 Bcf (55% - 80%)		4,780	
	If Balance is 0.07 Bcf to 0.14 Bcf (30% - 55%)		3,034	Note 2
	If Balance is 0.01 Bcf to 0.07 Bcf (20% - 30%)		2,642	
	If Balance is 0.01 Bcf or less (<20%)		2,364	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum/maximum withdrawal quantities are not guaranteed.				
Ratchets for St. Charles		Ratchet Level	MSQ	
			2,685,196	Note 1
			MDIQ	
Maximum Daily Injection Quantity			20,151	
			MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 2.1 Bcf to 2.7 Bcf (80% - 100%)		34,566	
	If Balance is 1.5 Bcf to 2.1 Bcf (55% - 80%)		28,037	
	If Balance is 0.81 Bcf to 1.5 Bcf (30% - 55%)		21,425	Note 2
	If Balance is 0.54 Bcf to 0.81 Bcf (20% - 30%)		17,609	
	If Balance is 0.54 Bcf or less (<20%)		12,630	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum/maximum withdrawal quantities are not guaranteed.				
Ratchets for Contract Storage East Diamo		Ratchet Level	MSQ	
			2,160,000	Note 1
			MDIQ	
Maximum Daily Injection Quantity	If Balance is 0 to 1.08 Bcf (0 - 50%)		15,000	
	If Balance is 1.08 to 2.16 Bcf (50% - 100%)		10,000	
			MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 1.73 Bcf to 2.16 Bcf (80% - 100%)		26,200	Note 2
	If Balance is 1.19 Bcf to 1.73 Bcf (55% - 80%)		18,000	
	If Balance is 0.65 Bcf to 1.19 Bcf (30% - 55%)		11,000	
	If Balance is 0.65 Bcf or less (<30%)		9,200	
Note 1: Storage capacity is stated in MCF. MDWQs are the "low withdrawal" estimate. Estimated 1.025 Btu - all fields. Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum/maximum withdrawal quantities are not guaranteed.				

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5. Provide the capacity of any peaking arrangements.

Response:

There are no capacity peaking arrangements now or within the past five years.

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Witness: Mark A. Martin

6. Provide a copy of any written procedures in use by Atmos for nominations and dispatching.

Response:

Please see Attachment **DR 6 Gas Supply Purch and Nom procedures**, for the written procedure for purchasing and nominating natural gas supply, revised August 11, 2015. Based upon our daily, monthly and seasonal directives, the Asset Managers perform the task of physically nominating and dispatching gas supply on behalf of Atmos. This function is described throughout the Asset Management Agreements (AMAs), most specifically within Article 1 and Article 4. The AMAs are provided in response to DR 2 as a Confidential Attachment.

Public

DR-06

DR 6a Gas Supply Purch and Nom procedures

GAS SUPPLY INFORMATION AND PROCEDURES MANUAL

Procedure for Purchasing and Nominating Natural Gas

Revised August 11, 2015

The purchasing, nomination and scheduling of natural gas is the process by which the Gas Supply Department meets the Company's firm and interruptible sales customers' seasonal requirements, through first of month and incremental gas purchases, along with managing on-system, as well as pipeline storage injection/withdrawal activity. This specific procedure addresses intra-month/incremental gas purchases, as well as, discusses the nomination and scheduling activities required to perform this activity.

The Gas Supply Specialist/Representative develops the seasonal gas supply Plans for each pipeline system based on Load Studies, Design Day and Forecast requirements provided by the Gas Supply Planning Department. Each Plan reflects normalized seasonal requirements (winter Nov-Mar and summer Apr-Oct). The Plans consist of monthly purchase quantities and anticipated storage withdrawals/injections.

The Regional Gas Supply and Gas Supply Planning departments have access to daily gas supply information, as well as short term weather and anticipated load forecasts. The two groups communicate throughout the business day in planning and arranging for daily gas supply needs.

- Twice daily during the winter season the Gas Control department downloads current weather degree day forecasts from an external weather service. The Gas Supply Specialist/Representative accesses the weather data to update short term (1-7 days) load forecasts. Typically the short term forecasts were developed by Gas Supply Planning through an analytical comparison to historical utilization and gas day weather data.
- The Gas Supply Specialist/Representative analyzes the short term load forecasts to plan the next day gas supply and storage requirements. The load forecast provides the necessary information to determine if current flowing gas along with available storage is adequate, deficient or excessive in meeting the forecasted requirements. Third party nominations are reviewed during this process. The Gas Supply Specialist/Representative and the Manager Regional Gas Supply routinely discuss the forecast data and system requirements. Weekly, and more frequently during extreme weather, the Gas Supply team including the VP Gas Supply and Services and the Regional Managers, conference to discuss plans of action.
- The daily data is accumulated during the month to determine whether planned storage utilization is tracking anticipated current month and seasonal usage.

- Discussion as to current and next day gas flow (first of month, storage, and swing/incremental gas) takes place on a routine basis between the Gas Supply Representatives and the Manager. Market prices and storage positions are considered throughout this process.
 - In the event the next day forecast is greater than the first of month flowing gas planned storage withdrawal, incremental gas may be purchased to accommodate the difference.
 - In the event storage is being utilized substantially more than planned utilization, incremental purchases may be made to limit monthly withdrawals.
 - In the event that first of the month nominations/purchases are at levels resulting in monthly storage withdrawals significantly below the planned level, and using current, as well as, forecasted weather along with existing pricing review a prudent decision is made as to whether first of month supply should be turned back during the current month or to reduce any subsequent month(s) purchase.
 - Plans are reviewed once again prior to the end of the current month to determine if revisions are necessary to adjust the baseload purchases in the succeeding month.
 - Incremental daily purchases may also be needed for normal operational reasons.

- The incremental volume can be up to the Maximum Daily Quantity on the respective pipeline(s) transportation contract as determined by the supplier contract; the requested incremental quantity is typically priced on a gas daily index.

- When changes are made to next day's flowing gas quantities, the Gas Supply Specialist/Representative notifies the supplier/agent no later than 8:00 AM (time varies by contract) the day prior to any nomination changes (8:00 AM Friday for any Saturday through Monday changes; if a holiday is on Monday, then changes must be made on Friday morning for Saturday through Tuesday).

- The supplier/agent notifies Gas Control and the appropriate pipeline of the nominated receipts in time to meet the pipeline nomination deadlines.

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7. If Atmos has utilized gas marketing/trading organizations to obtain gas supplies over the last five years, indicate which organizations were so employed, gas volumes purchased, prices, terms, and current contractual arrangements between Atmos and these marketing firms.

Response and Attachments Filed Under Petition for Confidentiality

Atmos Energy Corporation
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Witness: Mark A. Martin

8. Provide a summary of the bidding/Request for Proposal process for gas supply for the last five years, providing the original bid documents, and listing of the suppliers that were contracted, the responses to the request for bid, the evaluation process that led to the selection of a supplier, and any written procedures that exist for this activity.

Response and CONFIDENTIAL attachments:

Atmos utilizes an RFP process to procure firm supply for its requirements and asset management. This process is accomplished through the use of an Atmos online RFP website that allows registered suppliers to receive and view current requests for supply from Atmos. Any questions from the suppliers concerning Atmos' RFPs are required to be submitted on the RFP website and all responses are posted for everyone's review. Suppliers are required to submit bids to allow for firm base load purchases as well as for incremental supply to meet incremental needs. For the Kentucky jurisdiction, because Atmos owned an affiliated marketing company, additional steps were incorporated in the RFP process: the bidders were instructed to mail their proposals directly to an unrelated third party consultant who documented the receipt of the bids, opened, tabulated and forwarded scanned copies to the Gas Supply Department. After Atmos evaluated the bids, a copy of the analysis and recommendation was provided to the consultant for verification. Please see Attachment **DR 8a RFP Process** for complete details.

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(response to DR 8 continued)

A listing of the suppliers that were contracted via the bidding/Request for Proposal (RFP) process for gas supply for the last five years is shown in the Confidential response to DR 7.

Natural gas supply for the last five years was provided by suppliers who submitted bids and were selected in the following Atmos Kentucky RFPs:

- 8-1 KY Texas Gas RFP issued 2/23/2011, contract effective June 2011 – October 2015
- 8-2 KY Texas Gas RFP issued 3/13/2015, contract effective November 2015 – October 2020
- 8-3 KY TGP RFP issued 9/19/2011, contract effective April 2012 – March 2014
- 8-4 KY TGP RFP issued 9/17/2013, contract effective April 2014 – March 2015
- 8-5 KY TGP RFP issued 9/19/2014, contract effective April 2015 – March 2017
- 8-6 KY TGP RFP issued 7/11/2016, contract effective April 2017 – March 2020

Please note, the records in RFP 8-1 have been reviewed by KPSC in Case No. 2011-00201; the records in RFP 8-2 have been reviewed by KPSC in Case No. 2015-00161; the records in RFP 8-4 have been reviewed by KPSC in Case No. 2013-00434.

Atmos Energy Corporation
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Witness: Mark A. Martin

(response to DR 8 continued)

Attached please find the original RFP documents for each RFP issued by Atmos for gas supply and asset management in the last five years (the numbering 8-1 through 8-6 will be used in the file names followed by the letter P for Public documents and the letter C for Confidential documents). The RFP documentation contains the following items:

- P. The **PUBLIC** Atmos RFP Request for Proposal documents, and
- C. The **CONFIDENTIAL** RFP documentation consisting of the following
 - List of parties emailed the RFP notice. **CONFIDENTIAL**
 - The list of parties who viewed the RFP. **CONFIDENTIAL**
 - The RFP bids. **CONFIDENTIAL**
 - The RFP bid evaluations / analysis. **CONFIDENTIAL**
 - The RFP recommendation. **CONFIDENTIAL**

Public

DR-08

DR 8a RFP Process

Request for Proposal (RFP) Process

Revised August 11, 2015

The RFP process is standardized across Atmos' Regional Gas Supply Offices. The following procedures are a part of the overall RFP process:

- RFP Overview
- RFP Preparation & Posting
- Bid Receipt, Evaluation & Award
- Contracting
- Supplier Registration & Qualification
- Bid Evaluation and Documentation Procedure
- Sample Recommendation

The Gas Supply Specialist / Representative shall maintain a complete file documenting the RFP process for each RFP.

RFP Overview

The Request for Proposal (“RFP”) is the process by which Atmos solicits qualified suppliers in the marketplace to submit proposals for gas supply services. An RFP document is drafted using a standardized format, reviewed, and approved by management in compliance with the RFP Process. The RFP document specifies the terms and conditions for the required supply, and the terms to which the supplier must adhere to in submitting their proposals, including response deadlines and methods.

The RFP document may contain, but is not limited to the following:

- ✓ Jurisdiction for which the RFP is being issued,
- ✓ Schedule of volumes, by supply category (i.e., baseload vs. incremental) for which a bid is being requested,
- ✓ For asset management arrangements, additional information shall be provided, detailing parameters of asset management, contract MDQs, storage detail, constraints, unwinding language to determine settling imbalance at end of deal,
- ✓ Any special circumstances surrounding the delivery / receipt of supply,
- ✓ The terms under which the proposal are to be made,
- ✓ The pricing methodology acceptable for submitting bids,
- ✓ The right to reject any or all proposals,
- ✓ Inform suppliers the proper means for submitting questions relating to the RFP,
- ✓ The deadline by which the proposal is to be made, and the method in which it is to be transmitted,
- ✓ The amount of time a bid is to remain valid.

Upon finalizing the RFP documents and receiving Management verbal approval, the Gas Supply Specialist / Representative posts the RFP to the Atmos RFP website with the appropriate issue date and bid deadline entered into the system.

RFP Preparation & Posting

The Gas Supply Specialist / Representative obtains the most recent supply requirements estimate from the Planning Analyst. The estimate provides twelve months of weather normalized system sales requirements (excluding estimated transportation customers' usage). This estimate is utilized by the Gas Supply Specialist / Representative to develop the Gas Supply plan, which may include requirements for first of month baseload, day ahead incremental, peaking and storage (planned injections/withdrawals), delivered supply, exchange service and asset management requirements. An RFP can cover all or any of these requirements. The Gas Supply Specialist / Representative, the Regional Manager and the Planning Department discuss and determine the details of the RFP, including specific supply, term, and whether the RFP will be a Commodity Supply-Only RFP or a bundled Asset Management and Supply RFP.

The RFP document will be drafted by the Gas Supply Specialist / Representative utilizing the standard format prescribed. The RFP is reviewed with the Manager Regional Gas Supply and the Director of Gas Supply and Services. The Business Division VP, Rates and Regulatory Affairs and Legal Department may be consulted regarding regulatory guidelines and compliance. In some jurisdictions the RFP draft may be submitted to regulatory staff prior to issuance.

The Gas Supply Specialist / Representative posts the RFP document and supporting materials to the Atmos RFP Website. The Website generates email notifications to suppliers who have registered as users on the website, which the Gas Supply Specialist / Representative documents. When required for regulatory purposes, the RFP is advertised in the prescribed manner. The Gas Supply Specialist / Representative reviews questions submitted by suppliers to the RFP Website, and advises the Regional Manager of RFP questions along with proposed responses. Responses are posted to the website in a timely manner as provided for in the RFP.

Bid Receipt, Evaluation and Award

Suppliers submit bid proposals to the Gas Supply Specialist / Representative in accordance with the guidelines stated in the RFP (in KY, bids may be directed to an outside accounting firm for initial compilation). The Gas Supply Specialist / Representative proceeds as follows:

- Receive bid proposals and log date received to ensure bid deadline stated in the RFP has been met;
- Ensure that bids are not opened until after the deadline stated in the RFP letter;
- Enlist the Manager or the Manager's designee to be present as a witness during the opening and initial review of the proposals;
- Review proposals in more detail to ensure compliance with RFP request, and if clarification is needed, discuss with the Manager the appropriate actions;
- Prepare a timely evaluation of the proposals adhering to the Bid Evaluation Procedure included as a part of this RFP Process.
- Prepare a bid recommendation similar to the **“Sample Bid Recommendation and Approval Memo”** included herein.

Upon completion of the RFP process, the Gas Supply Specialist / Representative presents the evaluation and recommendation to the Regional Manager, and obtains approval. The evaluation and recommendation is forwarded to the Director of Gas Supply & Services for review and the VP of Gas Supply & Service for approval (if greater than 1 year, contains asset management services, or with an affiliate). If the winning bidder is an affiliate, additional approvals must be sought from the Business Division VP, Rates and Regulatory and the Legal Department. A copy of the recommendation is forwarded to the Business Division VP, Rates and Regulatory Affairs.

The Regional Manager verbally authorizes the Gas Supply Specialist / Representative to proceed with notifying the suppliers in the prescribed manner whether or not their proposal was selected as the winning bid. All details are kept strictly confidential and not shared with the suppliers. Suppliers with non-confirming bids are advised of the reason their proposal was rejected.

Contracting

The RFP Process shall commence to allow for sufficient time to finalize and have an executed transaction confirmation prior to the effective date of the deal. Additional time must be allotted for the process if regulatory approval is required prior to commencement.

Once the winning bidder of the RFP is selected, the Gas Supply Specialist / Representative is responsible for the following:

- Contact Gas Supply Administration to determine if a NAESB exists for the winning supplier, and if not, coordinate the effort to have a NAESB established and executed.
- Coordinate the process between Atmos and the new supplier to prepare a Transaction Confirmation (TC) or Addendum to the base NAESB. This may involve the Gas Supply management, Contract Administration, Legal Department and the Supplier.
- Ensure proper pricing and business deal provisions included in Addendum.
- Coordinate execution of the Addendum.
- Prepare RFP regulatory reports as requested by the Business Unit VP, Rates and Regulatory Affairs.

Supplier Registration & Qualification

Suppliers interested in receiving the Company's RFPs are encouraged to register on the Atmos RFP Website. A list of the registered users is available to the Gas Supply department. Suppliers have the flexibility to select which pipeline and Business Division RFPs for which they wish to receive notification.

To determine the financial qualification of a supplier prior to awarding a bid, the Gas Supply Specialist / Representative confers with the Regional Manager, and then may request the Company's Treasury Department to assist in the evaluation.

Minimum supplier qualifications may include:

- Own or control (right to sell) sufficient supply in the appropriate pipeline area to meet the Company's needs (supply warranty).
- Have a strong reliable performance record with the Company, or be willing to accept the Company's contractual terms to ensure reliability
- For companies new to the list, references which can be contacted to provide information on the vendor's past performance with them.
- Have a strong financial position capable of meeting the necessary financial requirements set by the Company (specifically with agency agreements).

Bid Evaluation and Documentation Procedure

A bid evaluation / documentation file shall be set-up for each RFP submitted. Both a hard copy file and an electronic file should be developed and maintained throughout the evaluation process.

The file shall include the following:

- A copy of the RFP document and all attachments that were included;
- A copy of the questions or requests for clarification from suppliers, and the Company's responses;
- List of suppliers that were emailed notification of the RFP;
- List of suppliers that viewed the RFP;
- Supplier proposals submitted by the deadline;
- Documentation of proposals returned due to late bids;
- Documentation of non-conforming proposals;
- A copy of the evaluation, recommendation; approval and executed agreement;
- Any other pertinent information.

After the bid deadline, each proposal is analyzed in comparison to the other proposals. This is done by calculating the differentials between each proposal against some purchase standard, usually a supply plan. An evaluation spreadsheet is prepared to include premium or discount for each proposal as compared to the appropriate indices for the particular supply area. All assumptions are footnoted. Careful attention is paid to different proposed pricing points, demand charges, flexibility, and cost. All indices that are used on the evaluation spreadsheet shall be the same index or adjusted to the appropriate index (basis difference).

As a general rule, the vendor proposing the best cost offer is recommended to management as the winning bid, though there can be exceptions to this. Exceptions may include the downgrading of a vendor's financial status from the time the RFP was issued, issues concerning reliability and operational issues. Once management has approved a recommendation, the winning bidder is notified by written (email) and verbal notice of the Company's acceptance of their offer. The Gas Supply Administration and Legal departments provide support in executing an Agreement and Transaction Confirmation/Addendum. All non-winning bidders are notified by email.

“Sample Bid Recommendation and Approval Memo”

Atmos Energy Corporation
October 6, 20XX

**Recommendations for Atmos Energy Corporation
November 1, 20XX – March 31, 20XX
Winter Gas Supply Requirements in Kansas
Submitted for Review October 6, 20XX**

Atmos Energy Corporation (AEC) issued a Request for Proposal (RFP) to solicit proposals for winter gas supply requirements on Kinder Morgan Interstate Pipeline (KMI) effective November 1, 20XX through March 31, 20XX.

RFP’s were issued to nineteen (19) potential suppliers. AEC received proposals from four (4) suppliers and four (4) suppliers declined to submit a proposal, but requested to remain on the Bid List. Bids were received from the following:

- Supplier 1
- Supplier 2
- Supplier 3
- Supplier 4

Follow up questions were asked of Select suppliers about their bid and based on inconsistencies and vagueness concerning the firm delivery of gas, their bid was not considered. In the review of the bids given, Supplier 3 presented the best bid for baseload and swing gas. Their proposal allows for a \$.01 premium on first of the month index for Southern Star and \$.01 also for swing gas at the Gas Daily midpoint price on Southern Star. In the event Supplier 3 must source the gas from Huntsman Storage the premium will change to \$.20. Historically we have not had to use that option.

Based on our review it is recommended that Atmos accept Supplier 3’s proposal for the Kinder Morgan Pipeline.

Submitted By:

Gas Supply Representative
Atmos Energy Corp.

Approved By:

Manager, Regional Gas Supply
Atmos Energy Corp.

Final Approval:

Vice President

Public

DR-08

DR 8-1P, KY TGT RFP 2011-2015 PUBLIC

February 23, 2011

RE: Request for Proposal
Asset Manager & Gas Supply Requirements

Atmos Energy Corporation is seeking proposals for firm gas commodity requirements and management of the transportation/storage contracts serving our Texas Gas/Trunkline Kentucky area. Attached are proposal guidelines and exhibits with supply requirements, receipt point capacity and estimated usage.

Proposals should be sent to Riney Hancock, CPAs (on behalf of Atmos) must be received by 4:00 P.M. Central Time on Monday March 28, 2011. Atmos will evaluate the proposals received, and all respondents to this RFP will be notified whether or not they are selected as the asset manager.

We look forward to receiving your proposal.

Sincerely,

Kim Griffith
Gas Supply Specialist

ATMOS ENERGY CORPORATION
GAS SUPPLY REQUEST FOR PROPOSAL (“RFP”)
FOR NATURAL GAS SUPPLY AND ASSET MANAGEMENT
KENTUCKY SERVICE AREA - TEXAS GAS/TRUNKLINE
February 23, 2011

1 RFP Overview

Atmos Energy Corporation (“Atmos”) is seeking proposals from qualified suppliers to provide firm natural gas commodity requirements and asset management of transportation and storage contracts for its Kentucky service areas served by Texas Gas Transmission Corporation (TGT) and Trunkline Gas Company (Trunkline). Proposals may be submitted on the attached **Attachment A, Bid Form**. The term of the agreement will commence on June 1, 2011 and continue for a period of four years and five months through October 31, 2015.

**ALL PROPOSALS MUST BE PREPARED IN ACCORDANCE WITH RFP
REQUIREMENTS AND MUST BE RECEIVED IN WRITTEN FORM
ON OR BEFORE MONDAY MARCH 28, 2011 BY 4:00 PM CT.**

2 RFP Communication

Atmos has transitioned to only electronic RFP notifications. Potential bidders should register to view and receive electronic notification of Atmos’ RFPs through the Atmos Energy website at <https://www.atmosenergy.com/cs/gassupply/> and click on “Register.”

Any requests for additional information not contained in this RFP are required in writing. Requests should be submitted via the Atmos RFP website. Responses to reasonable requests will be available for viewing by all registered parties via the Atmos RFP website. The identity of the party requesting additional information will be kept confidential. In order to submit a question, please click on the “Questions and Answers for this Activity” tab and type in your question. Questions should be submitted no later than Monday March 21, 2011. Responses will be posted as soon as possible on the Atmos RFP website, but no later than Wednesday March 23, 2011.

3 Background

Kentucky Service Area – TGT/Trunkline

Atmos holds firm capacity on TGT and Trunkline to serve its Kentucky service area. Atmos has five company-owned behind city gate storage fields and holds contract storage capacity in East Diamond, a behind the city gate storage field. Atmos contracts for a small amount of supply provided by local producers directly into Atmos’ distribution system. To the extent Atmos’ distribution system can accommodate incremental local production, the Asset Manager will be required to facilitate such purchases for delivery

into Atmos' distribution system. In addition to TGT and Trunkline, the following pipelines interconnect with Atmos' Kentucky service area: Midwestern Gas Transmission (MGT) and ANR Pipeline Company (ANR). Kentucky's annual thru-put for the TGT/Trunkline service areas is approximately 39.4 Bcf, of which approximately 57% is attributable to third party transportation customers.

TGT

Atmos' Kentucky weather normalized annual purchase requirements on TGT are approximately 15.8 Bcf for system supply. More detailed projected purchase volumes are provided on **Attachment B, Kentucky Winter and Summer Gas Supply Plans**, to assist in proposal preparation. The projected purchase volumes are informational only and may not be indicative of future requirements. Atmos will provide seasonal gas supply plans twice a year, which will cover forecasted normal supply requirements on TGT and include planned supply requirements on Trunkline. The seasonal plans will include anticipated requirements plus estimated planned injections during the summer season. These estimated purchases will take into consideration requirements; less estimated planned storage withdrawals during the winter season shown on **Attachment B**.

Trunkline

Atmos' Kentucky weather normalized annual purchase requirements on Trunkline are approximately 741,500 Dth. More detailed projected purchase volumes are provided in **Attachment B**, to assist in proposal preparation. The projected purchase volumes are informational only and may not be indicative of future requirements. Atmos will provide seasonal gas supply plans twice a year, which will cover forecasted normal supply requirements on TGT and include planned requirements from Trunkline. The seasonal plans shown on **Attachment B** include anticipated requirements plus estimated planned injections during the summer season. These estimated purchases will take into consideration requirements less estimated planned storage withdrawals during the winter season.

MGT

Atmos does not have capacity on MGT; however, Atmos has an Operational Balancing Agreement (OBA). Atmos Gas Control and MGT Gas Control will monitor the pipeline imbalance. An Asset Manager has the right to deliver supply into Atmos' distribution system from MGT's meter #33315. Respondents should be familiar with the MGT tariff provisions and Atmos meter capacity if planning to effectuate the services required under this RFP via MGT.

ANR

Asset Manager also has the right to deliver supply into Atmos' distribution system from ANR (Beulah DRN #201838 Meter #521974 and Stanley DRN #201846 Meter

#521976). Respondents should be familiar with the ANR tariff provisions and Atmos meter capacity if planning to effectuate the services required under this RFP via ANR. Atmos has not recently utilized the ANR meters, and an inspection/maintenance may be required before volumes can be nominated. If an Asset Manager plans to utilize the two Atmos ANR meters as part of their bid, please include this assumption in your bid.

3.1 City of Livermore

Atmos has recently acquired the distribution system to serve the city of Livermore, Kentucky. Along with the physical assets, Atmos acquired a supply arrangement which extends through October 31, 2011 and entered into a TGT NNS agreement which extends through October 31, 2013. **Attachment C, Livermore Supply and Transportation Details**, contains the details of both the supply and transportation agreements.

Supply Agreement

The Asset Manager will be responsible for facilitating the gas supply into Atmos distribution consistent with FERC regulations and policies throughout the remaining term of the supply agreement.

TGT NNS Agreement

The NNS contract associated with Livermore will be released to the Asset Manager and has a minimum annual contract commitment of 42,853 MMBtu from February 1, 2011 through October 31, 2011. The minimum annual contract commitment from November 1 through October 31 of the next two years is 70,454 MMBtu. The Asset Management will be responsible for utilizing this contract only up to the minimum commitment and ensuring that the minimum commitments are met. At the expiration of the Livermore NNS contract, the Asset Manager will serve Livermore utilizing Atmos existing TGT capacity whereby Atmos will adjust the delivery points to include Livermore on its existing NNS contract.

3.2 Assets Provided by Atmos to Asset Manager

Please see the description of the contracts on **Attachment D Contract Summary**. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity to the Asset Manager subject to the Asset Manager's obligation to provide full requirements to Atmos' distribution systems as operations dictate. Demand charges associated with the zero rate capacity releases will be billed to Atmos directly by the pipelines. The Asset Manager will bill Atmos all variable transportation charges associated with providing deliveries to Atmos' city gates for Atmos' requirements.

TGT

Atmos has four TGT FT contracts and three TGT NNS contracts. Atmos has five behind the city gate company-owned storage facilities and one behind the city gate contract storage facility (see **Attachment D, Contract Summary**). Atmos' Gas Control Department retains operational control of all behind gate storages. This operational control, as it relates to the Company's storage fields, is intended to ensure the physical integrity and limitations of markets served by the storage fields. These behind gate storages are utilized to service Atmos requirements in TGT Zone 3, particularly Owensboro and Madisonville, KY. The behind gate storages cannot peak-shave all of Zone 3. The Asset Manager will have the flexibility to vary from the established storage plan, but Atmos will ensure that service to its core markets is not jeopardized as a result of the Asset Manager's deviation from the plan.

There are five active local producers which Atmos contracts directly for supply in TGT Zones 2 and 3. These contracts have a combined annual supply to Atmos of approximately 468,937 MMBtu. The majority of local production is provided in the summer months in Calvert City, TGT Zone 2.

Regardless of actual usage of Atmos' TGT pipeline capacity, Asset Manager must bill Atmos as if the FT contracts were optimized, utilizing the least cost transportation first (including variable transportation and fuel).

Trunkline

Atmos has one Trunkline FT contract (see **Attachment D, Contract Summary Trunkline Pipeline Contracts**). Asset Manager will invoice Atmos based on the FOM baseload billable plan quantities. Atmos has a discounted rate for firm Transportation Service so Asset Manager will bill Atmos based on the Primary Receipt (ELA) and Delivery Points (West Paducah 82041) associated with the discount which is effective through October 31, 2011. Effective November 1, 2011 the discount and Primary Receipt point will move to the WLA area. Asset Manager is responsible for monitoring the system supply gas nomination versus measurement.

East Diamond Storage Facility

The East Diamond Storage facility ("East Diamond") is located in Hopkins County, Kentucky. Currently East Diamond injections must be sourced from ANR meter # 521660 and withdrawals must be delivered to the Atmos Kentucky distribution system. Atmos has 1,750,000 Dth of contract storage capacity in East Diamond with a maximum daily withdrawal of 20,000 Dth/day and a maximum daily injection of 20,000 Dth/day. Please see the ratchet schedule on **Attachment D Contract Summary – Behind City Gate Storage** for changes in the withdrawal and injection capability as storage levels change.

ANR Delivered Service

Due to the location of the East Diamond and the gas quality requirements of storage injections, the Asset Manager must provide injections physically in ML2 on ANR. The Asset Manager will be responsible for providing a delivered service to effectuate all injections into East Diamond as Atmos does not hold ANR capacity.

Atmos will provide Asset Manager with the seasonal gas supply plan. See **Attachment B**, for anticipated injection and withdrawal quantities. At Atmos' discretion, this plan may be adjusted at least five (5) business days before the beginning of any month to accommodate Atmos' operational needs

3.3 Balancing

On TGT the difference between Atmos' net purchases (TGT FOM billable plan plus incremental quantities plus storage withdrawals less sell backs) and the Company's actual usage will be balanced on paper utilizing the TGT NNS contracts. In other words, the NNS contracts take the swing. The transportation customers are kept whole to their nominations and are also balanced on Atmos NNS contracts.

On Trunkline the difference between Atmos' net purchases (Trunkline FOM volumes plus incremental quantities less sell backs) and the Company's actual usage will be cashed out each month per the Trunkline tariff.

On MGT, Atmos does not have capacity but we have an Operational Balancing Agreement (OBA). There are transportation customers that utilize this point and imbalances are cashed-out by the pipeline. To the extent the Asset Manager utilizes MGT to effectuate service, they are responsible for any related imbalance charges.

3.4 Services to be provided to Atmos

All of Atmos' commodity supply requirements will be provided by the Asset Manager, with the exception of Atmos' existing contracts for local production and its supply requirements to serve Livermore. The supply requirements are to be delivered on a firm basis. Storage injections/withdrawals will be nominated per the injection/withdrawal plan (See **Attachment B**) and adjusted monthly/daily, if necessary. Atmos will purchase all nominated and incremental volumes, less sell backs.

4 Form of Agreement

The agreement will be on the standard 2002 form of Base Contract for the Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB). The NAESB will also include Atmos' special provisions shown on **Attachment E, Atmos Special Provisions**, and additional special provisions that may be mutually agreed upon, and a transaction confirmation specifically incorporating the terms

and conditions herein specified (or as otherwise set forth in a successful bid) and pricing contained in the successful bid.

5 Asset Management

The transaction with the asset manager is intended to qualify as an “Asset Management Arrangement” as defined in the Federal Energy Regulatory Commission’s (“Commission”) Order No. 712 and its regulations, as amended, set out in 18 CFR §284.8. All releases of FERC jurisdictional storage and transportation capacity under the Agreement shall conform with FERC’s definition of an asset management agreement, including the required conditions and delivery obligations, shall be non-biddable, pre-arranged releases and shall be made in a manner consistent with (a) the FERC’s capacity release regulations, and (b) applicable pipeline tariffs. The capacity released will be for the shorter of this agreement or the term of the associated contracts as detailed on **Attachment D** and will be fully recallable. The final transaction confirmation will include the following language:

“The capacity may be recalled immediately upon (i) a breach that leads to the termination of the Asset Management Arrangement; (ii) failure by supplier to fulfill its delivery obligations subject to the terms and conditions of the Asset Management Arrangement; or (iii) the mutual agreement of the parties.”

The Asset Manager will be obligated to provide all firm system supply requirements on any and every day of the term up to the applicable daily contract demand of Atmos’ released capacity. Furthermore, the selected Asset Manager will be responsible for the management of pipeline capacity and storage contracts, as well as, company-owned storage in accordance with gas supply plans provided by Atmos. The Asset Manager will be responsible for making all nominations to the pipeline for flowing gas as well as notifying Atmos Gas Control of nominations and storage injections/(withdrawals) activity.

The Asset Manager will have the right to deliver quantities to Atmos utilizing transportation and/or storage service other than the managed capacity provided that (i) there will be no reduction in service, quantity or reliability to Atmos, and (ii) there will be no pricing change for the service delivered by asset manager. The Asset Manager will invoice and pass through commodity and fuel costs to Atmos pursuant to the transportation routes and storage activity using the quantities and transportation/storage capacity specified in Atmos’ plan requirements and the pricing set forth in the agreement between Atmos and the Asset Manager regardless and separate of actual transportation and storage physical activity.

The Asset Manager selected is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, tariff provision of any Federal, State, or local governing entities including asset manager’s election to deviate from the company provided planned flowing and storage gas injections and/or withdrawal

requirements. In addition, the Asset Manager will be responsible for any penalties or incremental costs incurred by Atmos when supplier does not abide by operational orders issued, either by the transportation service provider or by Atmos as defined in the final contract.

6 Performance and Supply Requirements

All gas supply is to be firm, assuring that natural gas supply services will meet all contractual obligations without fail.

When reasonable grounds for insecurity of performance arise, Atmos may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Atmos, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Atmos, a performance bond or a guarantee by a creditworthy entity. Atmos may, from time to time, request such credit information as may reasonably be required to determine the creditworthiness of the Asset Manager.

Asset Manager may use any alternate receipt points on each pipeline to supply gas, but Asset Manager is responsible for incremental transport charges as a result of alternate points. **Also, the Asset Manager must provide gas at primary receipt points when secondary points are curtailed.**

Asset Manager shall dispatch gas to Atmos using the least cost supply first (including variable transportation and fuel costs), acting in the best interest of Atmos at all times. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. In bidding on this RFP, Asset Manager indicates understanding and acceptance of this requirement.

The company owned storage facilities, East Diamond and TGT NNS contracts are included in assets available for an asset manager to optimize; however, the purpose of these facilities first and foremost is to insure adequate supply to the Atmos firm customers and is subject to operational limitations at Atmos' discretion. A storage withdrawal ratchet schedule is provided in **Attachment D** that is based on historical operating usage and forecasted facility capability. The Company owned storage facilities cannot support all of Atmos TGT Zone 3 requirements and is primarily utilized to support the Atmos markets near Owensboro and Madisonville. The storage withdrawal ratchet schedule is provided for informational purposes only in no way represents contractual withdrawal rights. The asset manager may utilize the facility for asset optimization purposes under the following conditions:

- Maintain a physical inventory balance of at least 50% in both the Owensboro and the Madisonville storage groups through the end of each January to ensure operational deliverability during peak times
- Maintain a physical inventory balance of at least 50% in East Diamond through the end of each January to ensure operational deliverability during peak times
- Maintain a physical inventory of at least 25% in the Texas Gas NNS storage accounts on contracts #29760, #29762 and #29763 through the end of February.
- Atmos, in its sole discretion may approve storage levels below 50% before the end of January at either of the Owensboro or Madisonville storage groups if an Asset Manager can provide firm delivered service at the applicable ANR or TGT delivery point to replace storage withdrawals
 - The ANR delivery points cannot fully replace the storage withdrawals
 - ANR point #201846 can be utilized to support and replace storage withdrawals for the Owensboro group
 - ANR point #201838 can be utilized to support and replace storage withdrawals for the Madisonville group
 - Texas gas meters #1924 and #1942 can be utilized to support and replace storage withdrawals for the Owensboro group
 - Texas gas meters #1939 and #1948 can be utilized to support and replace storage withdrawals for the Madisonville group
 - Atmos, in its sole discretion will approve any replacement of storage withdrawals and system demand will limit volumes replaced
- Atmos, in its sole discretion, may limit storage withdrawals or injections to protect the integrity of the storage field and/or distribution system
- Atmos, in its sole discretion will dispatch storage withdrawals to support the areas of the distribution system where needed

Atmos will notify the Asset Manager of its first-of-month (“FOM”) baseload gas requirements (“Billable Plan”) within five (5) business days before the beginning of any month. Monthly purchase volumes will be determined and billed based on the Atmos plan as adjusted. Physical volumes on Atmos’ transportation and storage agreements/facilities may vary based on the Asset Manager’s utilization of the assets. The Asset Manager shall provide monthly support for billed volumes and measured volumes on transportation and storage agreements. Atmos will be obligated to take the FOM base load quantity everyday of the applicable month unless notification of a sell back. As noted more specifically above in Section 3 Background, the difference between net purchases (the FOM plan purchases plus incremental quantities plus plan storage withdrawals less sell backs) and the actual Atmos usage swings on the “paper” inventory tracking account.

Regardless of how Asset Manager physically balances, the NNS contracts take the swing on Atmos paper balance. Atmos will have the right to call for firm incremental quantities on a daily basis, including weekends and holidays, up to the full MDQ by providing the Asset Manager notice no later than 8:00 A.M. Central Time on the business day prior to flow.

It is the Asset Manager's responsibility to provide daily written communication on how the firm requirements are being met. The Asset Manager must provide Atmos' Gas Control department with a summary nomination worksheet (sample shown as **Attachment F, Gas Control Nomination Sheet**), containing the current day nominations plus nominations for the next five days. This worksheet shall be provided every weekday (except holidays) regardless, even if there are no changes. Nominations must reach Atmos' Gas Control by 2:00 pm CT either via email at gcontrol@atmosenergy.com or via fax at 615.790.9337.

7 Proposal Content

The following information is required to be considered responsive to this RFP unless the proposing entity can clearly demonstrate that such information is not applicable to its circumstance. Any additional information that the supplier considers useful for Atmos to evaluate its proposal will be considered. Atmos may request additional information at a later date to assist in the decision making process.

Respondent Information

- Name and address of supplier
- Name, phone, and email of contact person for this proposal
- Evidence of supplier's knowledge and experience in providing service proposed
- Evidence of supplier's financial viability to provide the service proposed
- Business References

Respondent Term and Conditions

Respondent must provide any NAESB special provisions, and/or any required changes to Atmos' special provisions. Respondent must provide any special terms required in the transaction confirmation.

Proposals should be structured to provide firm gas supplies up to the maximum contract quantity indicated on **Attachment D**. Proposals should present firm commodity sales based upon the pricing methodology described below:

Commodity Pricing

- Please use the Bid Form provided as **Attachment A**.
- First-of-month baseload purchases should be index based pricing, at a price equal to the simple average of the following two indices, IFERC and NYMEX, plus (+) a premium or minus (-) a discount:
 - The “***Inside FERC’s Gas Market Report***” first-of-month posting **Texas Gas Transmission, Zone SL** for TGT FOM, **Trunkline Gas , Louisiana** for Trunkline FOM, and **ANR, Louisiana** for FOM delivered supply into East Diamond Storage.
 - The New York Mercantile Exchange, **NYMEX Henry Hub last day** settlement price for the applicable business month of flow.
- Incremental purchases, in excess of the first-of-month baseload purchase volumes, should be priced at the ***Gas Daily, Daily price survey midpoint index, Texas Gas Transmission, Zone SL*** for TGT incremental and **Trunkline Gas, WLA** for Trunkline incremental, plus (+) a premium or minus (-) a discount.
- Bids shall include pricing for Atmos to sell FOM supply back to the Asset Manager at a price equal to the ***Gas Daily, Daily price survey midpoint index Texas Gas Transmission - Zone SL*** for TGT sellbacks and **Trunkline Gas WLA** for Trunkline sellbacks, plus (+) a premium or minus (-) a discount.
- All charges upstream of Atmos’ pipeline contracts receipt points shall be the sole responsibility of the asset manager.
- Bids should specify whether fuel and other variables are included in or are in addition to the bid price. Additionally, where delivered services are provided, all charges upstream of the delivery points shall be the sole responsibility of the Asset Manager unless specifically indentified on the bid form.
- Intraday purchases will be at a mutually agreeable price, and confirmed at the time of purchase. If the parties cannot agree on intraday pricing Atmos has the right to purchase intraday gas from other suppliers, and the Asset Manager is responsible for scheduling the alternative supply.

Capacity Utilization Pricing

The Asset Manager will have the opportunity to optimize transportation and storage assets, subject to the obligation to utilize these assets to supply Atmos’ full system requirements. Value for asset optimization should be proposed in the form of a fixed upfront or periodic payment. Proposals should specifically identify this as a Capacity Release/Capacity Utilization credit and should be expressed by month or in annual terms.

Delivered Service Demand Charges

The demand charge associated with delivered services should be specifically identified on **Attachment A** under the Delivered Service Demand Charge line, and the respondent should also provide a schedule calculating monthly the demand charge detail.

Bidders are highly encouraged to use the above preferred pricing in their proposal and the bid forms provided. Atmos may consider proposals having alternate index points and other forms of valuation for asset management activities.

8 Evaluation Criteria

Proposals will be judged on respondent's ability to meet the economical and reliable natural gas needs of Atmos. The principal criteria to be used are as follows: total delivered cost of gas supply over the term of the contract, reliability of the supply, and the financial viability of the respondent. Atmos has the right to consider any other factors that it deems relevant to Atmos' gas supply needs.

9 Evaluation Duration

The Bidder must leave the proposal open for a fifteen (15) business-day evaluation period after the submittal deadline.

10 Proprietary Data in Proposal

A proposal may include data which the respondent deems confidential and not used by Atmos for any purpose other than proposal evaluation. Reasonable care will be exercised so that proposal data is not disclosed or used without the respondent's permission, except to meet regulatory filing requirements. Such data filed for regulatory requests shall be filed as confidential information.

11 Rejections of Proposal

Any proposal may be modified prior to the submittal deadline by written request of the bidder. Atmos reserves the right to reject any or all proposals, and to re-solicit for proposals in the event that all proposals are rejected.

12 Submittal Instructions

Proposals must be received via U.S. Mail, Courier Service or hand delivered in a sealed envelope marked as indicated below, on or before **Monday March 28, 2011, by 4:00 P.M. Central Time**. No other method will be accepted. No proposal will be opened prior to the stated deadline. Any proposals received after the stated deadline will be returned unopened.

Proposals should be marked externally as **“Proposal for Natural Gas Supply and AMA (Atmos Kentucky-TGT/Trunkline)”** and mailed to:

Adam Hancock, CPA, CVA
Riney Hancock CPAs PSC
2900 Veach Road Suite #2
Owensboro, KY 42303

**ATTACHMENT A
Atmos Energy Corporation - Bid Form
Kentucky/Mid-States Division**

Bidding Company : _____

Contact Name : _____

Contact Phone # : _____

Contact Email : _____

Index Based Commodity Bid

			<u>Comments/other rates *</u>	<u>Sellback Terms and Index</u>
Kentucky:				
Base Load Supply:				
Texas Gas Transmission, Zone SL Pool	(IFERC TGT Zone SL + NYMEX Close)/2	(+) or (-) \$ _____	per dth	_____
Trunkline, Louisiana	(IFERC Trunkline, La + NYMEX Close)/2	(+) or (-) \$ _____	per dth	_____
Delivered Supply to East Diamond from ANR*	(IFERC ANR LA + NYMEX Close)/2	(+) or (-) \$ _____	per dth	_____
Swing Supply:				
Texas Gas Transmission, Zone SL Pool	Gas Daily Daily Tx. Gas Zone SL Midpoint	(+) or (-) \$ _____	per dth	
Trunkline, Louisiana	Gas Daily Daily Trunkline, WLA Midpoint	(+) or (-) \$ _____	per dth	
Delivered Supply to East Diamond from ANR*	Gas Daily ANR LA Midpoint	(+) or (-) \$ _____	per dth	_____

*If there are any incremental demand charges or fuel, please note in comment section.

Capacity Release/Capacity Utilization Annual Payment Bid

Annual Value to Atmos for Asset Manager's optimization of Transportation and Storage Assets: \$ _____ annual

Annual Value from Atmos for all Delivered Service Demand Charges (demand charges totaled from above): \$ _____ annual

(Positive signifies payment/credit to Atmos, negative signifies a charge to Atmos)

Value should be provided in the form of a fixed upfront or annualized periodic payment or credit.

Asset Manager must be able to provide gas at primary receipt points when secondary points are curtailed.

Asset Manager shall dispatch gas to Atmos using the least cost supply first, acting in the best interest of Atmos at all times. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. In bidding on this RFP, Asset Manager indicates understanding and acceptance of this requirement.

Attachment B

Atmos Energy Corporation
 Kentucky Gas Supply Seasonal Plan
 Winter 2010-2011
 All Volumes MMBTU

Texas Gas Area	30		31		31		28		31		151 Total Monthly
	Nov-10 Monthly	Daily	Dec-10 Monthly	Daily	Jan-11 Monthly	Daily	Feb-11 Monthly	Daily	Mar-11 Monthly	Daily	
Zone 2											
Texas Gas Purchase	90,700	3,023	106,500	3,435	123,300	3,977	149,500	5,339	3,200	103	473,200
Texas Gas - NNS Storage Withdrawals	172,000	5,733	307,100	9,906	307,100	9,906	245,700	8,775	196,600	6,342	1,228,500
Trunkline Purchase	90,000	3,000	124,000	4,000	124,000	4,000	112,000	4,000	77,500	2,500	527,500
Total	352,700	11,757	537,600	17,342	554,400	17,884	507,200	18,114	277,300	8,945	2,229,200
Zone 3											
Texas Gas Purchase	419,300	13,977	576,500	18,597	732,300	23,623	283,267	10,117	51,995	1,677	2,063,362
Texas Gas - NNS Storage Withdrawals	378,000	12,600	472,500	15,242	472,500	15,242	378,000	13,500	189,000	6,097	1,890,000
Owensboro Storage Group Withdrawals	112,000	3,733	262,000	8,452	329,000	10,613	316,000	11,286	296,000	9,548	1,315,000
Madisonville Storage Group Withdrawals	211,000	7,033	498,000	16,065	622,000	20,065	598,000	21,357	560,000	18,065	2,489,000
East Diamond Storage Withdrawals	124,000	4,133	292,000	9,419	365,000	11,774	351,000	12,536	329,000	10,613	1,461,000
ANR Pipeline	0	0	0	0	0	0	0	0	0	0	0
Midwest	0	0	0	0	0	0	0	0	0	0	0
Total	1,244,300	41,477	2,101,000	67,774	2,520,800	81,316	1,926,267	68,795	1,425,995	46,000	9,218,362
Zone 4											
Texas Gas Purchase	76,800	2,560	121,300	3,913	168,400	5,432	83,600	2,986	81,600	2,632	531,700
Texas Gas - NNS Storage Withdrawals	47,400	1,580	84,600	2,729	84,600	2,729	67,700	2,418	54,200	1,748	338,500
Total	124,200	4,140	205,900	6,642	253,000	8,161	151,300	5,404	135,800	4,381	870,200
Total Texas Gas Purchase	586,800	19,560	804,300	25,945	1,024,000	33,032	516,367	18,442	136,795	4,413	3,068,262
Total Trunkline Purchase	90,000	3,000	124,000	4,000	124,000	4,000	112,000	4,000	77,500	2,500	527,500
Total ANR	0	0	0	0	0	0	0	0	0	0	0
Total Midwest	0	0	0	0	0	0	0	0	0	0	0
Total Purchases	676,800	22,560	928,300	29,945	1,148,000	37,032	628,367	22,442	214,295	6,913	3,595,762
Total NNS and Storage	1,044,400	34,813	1,916,200	61,813	2,180,200	70,329	1,956,400	69,871	1,624,800	52,413	8,722,000
Total Requirements	1,721,200	57,373	2,844,500	91,758	3,328,200	107,361	2,584,767	92,313	1,839,095	59,326	12,317,762

Note 1: Purchases reflect total requirements less anticipated winter storage withdrawal.

Attachment B

Atmos Energy Corporation
 Kentucky Gas Supply Seasonal Plan
 Summer 2010
 All Volumes MMBTU

Texas Gas Area	Current Asset Manager Will Manage in 2011*														
	30		31		30		31		31		30		31		214
	Apr-10		May-10		Jun-10		Jul-10		Aug-10		Sep-10		Oct-10		Total
Planned Req.	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly
Zone 2															
Texas Gas Req	236,700	7,890	168,300	5,429	170,300	5,677	163,800	5,284	136,900	4,416	153,100	5,103	188,600	6,084	1,217,700
Trunkline Req	30,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	214,000
Total Req	266,700	8,890	199,300	6,429	200,300	6,677	194,800	6,284	167,900	5,416	183,100	6,103	219,600	7,084	1,431,700
Zone 3															
Texas Gas Req	727,800	24,260	336,100	10,842	221,600	7,387	195,800	6,316	212,200	6,845	272,200	9,073	560,300	18,074	2,526,000
ANR Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midwest Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Req	727,800	24,260	336,100	10,842	221,600	7,387	195,800	6,316	212,200	6,845	272,200	9,073	560,300	18,074	2,526,000
Zone 4															
Texas Gas Req	91,300	3,043	70,000	2,258	60,900	2,030	58,800	1,897	60,100	1,939	64,900	2,163	74,100	2,390	480,100
TOTAL REQ	1,085,800	36,193	605,400	19,529	482,800	16,093	449,400	14,497	440,200	14,200	520,200	17,340	854,000	27,548	4,437,800
NNS Storage Injections	353,385	11,780	546,084	17,616	546,084	18,203	546,084	17,616	546,084	17,616	546,084	18,203	373,232	12,040	3,457,037
Owensboro Storage Group Injections	197,000	6,567	197,000	6,355	197,000	6,567	197,000	6,355	197,000	6,355	197,000	6,567	132,281	4,267	1,314,281
Madisonville Storage Group Injections	373,000	12,433	373,000	12,032	373,000	12,433	373,000	12,032	373,000	12,032	373,000	12,433	250,110	8,068	2,488,110
East Diamond Storage Injections (ANR Delivered)	219,000	7,300	219,000	7,065	219,000	7,300	219,000	7,065	219,000	7,065	219,000	7,300	147,250	4,750	1,461,250
Total Storage Injections	1,142,385	38,080	1,335,084	43,067	1,335,084	44,503	1,335,084	43,067	1,335,084	43,067	1,335,084	44,503	902,873	29,125	8,720,678
Total Texas Gas Purchases	2,198,185	73,273	1,909,484	61,596	1,787,884	59,596	1,753,484	56,564	1,744,284	56,267	1,825,284	60,843	1,725,873	55,673	12,944,478
Total Trunkline Purchases	30,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	214,000
Total ANR Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Midwest Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Purchases	2,228,185	74,273	1,940,484	62,596	1,817,884	60,596	1,784,484	57,564	1,775,284	57,267	1,855,284	61,843	1,756,873	56,673	13,158,478

STORAGE ALLOCATIONS
 FOR INVOICING

NNS Zone 2	125,580	4,186	194,058	6,260	194,058	6,469	194,058	6,260	194,058	6,260	194,058	6,469	132,633	4,278	1,228,501	36%
NNS Zone 3	193,200	6,440	298,550	9,631	298,550	9,952	298,550	9,631	298,550	9,631	298,550	9,952	204,050	6,582	1,890,001	55%
NNS Zone 4	34,606	1,154	53,476	1,725	53,476	1,783	53,476	1,725	53,476	1,725	53,476	1,783	36,549	1,179	338,535	10%
NNS Total	353,385	11,780	546,084	17,616	546,084	18,203	546,084	17,616	546,084	17,616	546,084	18,203	373,232	12,040	3,457,037	

WKG Storage - Zone 3 789,000 26,300 789,000 25,452 789,000 26,300 789,000 25,452 789,000 25,452 789,000 26,300 529,641 17,085 5,263,641

Note 1: Purchases include planned NNS storage injection quantities

*An Asset Manager should assume beginning storage inventories on June 1, 2011 of approximately 35% of the MSQ on all non Texas Gas storage fields. The beginning storage inventories on the Texas Gas NNS contracts will be approximately 30% of the MSQ on June 1, 2011.

ATTACHMENT C

ATMOS ENERGY CORPORATION
Livermore Supply and Transportation Details

Supply Agreement through October 31, 2013

Month	Monthly Purchase Volume
July-11	880
August-11	670
September-11	680
October-11	1,015
November-11	2,300

Texas Gas Transmission Contract

Rate Schedule	Contract #	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ
NNS	31185	10/31/2013	5 years	1 year	NNS	1,500		Nov-Mar	Apr-Oct		Nov-Mar April May-Sept Oct
										1502 Livermore Shipper Deduci	1,500 1,107 330 1,357
							2102 Champlin	31	31		
							2632 Dubach	63	63		
							9422 Unocal-Freshwater Bayou	182	182		
							9003 Egan	60	60		
							9446 Lowry	50	50		
							9880 ANR -Eunice	62	62		

Texas Gas Storage Information

MSQ 27,750 MMBtu

MDIQ

% Unnominated Seasonal Qty Injected	Max Available Injection Rate (% of USQ)
0% - 65%	1.3%
65% - 90%	1.1%
> 90%	0.6%

MDWQ

% USQ Withdrawn	% UDQ Available
75%	90%
80%	85%
85%	80%
90%	75%

ATTACHMENT D

ATMOS ENERGY CORPORATION
 CONTRACT SUMMARY - TGT PIPELINE CONTRACTS

Texas Gas Transmission

Rate Schedule	Contract #	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments	
NNS	29760	10/31/2015	5 years	1 year	NNS	45,500		Nov-Mar	Apr-Oct		Nov-Mar April May-Sept Oct	MSQ 1,365,000 MMBtu	
							9461 Olin-McGoldrick	0	4,250	1885 KY Z-2 Deduct	45,500 36,367 22,292 40,177	MDIQ	
							2102 Champlin	3,017	3,017			% Unnominated Seasonal Qty Injected	Max Available Injection Rate (% of USQ)
							2288 GR So-Mowata #2	730	730			0% - 65%	1.3%
							2790 Henry-Hub	5,020	5,020			65% - 90%	1.1%
							2840 Unocal-N Freshwater Bayou	2,902	2,902			> 90%	0.6%
							9836 Texaco-Dog Lake	2,035	2,035				
							9895 Texaco-Bayou Sale	2,035	2,035				
							9415 Tejas Power-Egan	3,977	3,977				
							2392 LRC-Grand Cheniere	2,976	2,976				
							9843 Mobil -Lowry	1,112	1,112				
							1885 KY Z-2 Deduct	26,450	22,292				
							2020 Arkla-Perryville	2,000	2,000				
							8760 Gulf South-Lonewa	6,039	1,789				
							9880 ANR -Eunice	5,734	5,734				
												MDWQ	
												% USQ Withdrawn	% UDQ Available
												75%	90%
												80%	85%
												85%	80%
												90%	75%
												Inventory must stay above 25% through Jan 31	
NNS	29762	10/31/2015	5 years	1 year	NNS	81,000		Nov-Mar	Apr-Oct		Nov-Mar April May-Sept Oct	MSQ 2,100,000 MMBtu	
							9461 Olin-McGoldrick	6,457	0	1985 KY Z-3 SLM Deduct	4,851 4,851 4,035 4,851	MDIQ	
							2102 Champlin	6,078	14,202	1988 KY Z-3 SLE Deduct	3,611 3,611 3,003 3,611	% Unnominated Seasonal Qty Injected	Max Available Injection Rate (% of USQ)
							2288 GR So-Mowata #2	1,223	1,223	1989 KY Z-3 SBG Deduct	54,896 54,896 45,663 54,896	0% - 65%	1.3%
							2790 Henry-Hub	0	15,519	1990 KY Z-3 SLN Deduct	5,362 5,362 4,460 5,362	65% - 90%	1.1%
							2840 Unocal-N Freshwater Bayou	768	768	1995 KY Z-3 Mainline Deduct	12,280 12,280 10,214 12,280	> 90%	0.6%
							9173 ANR-Calumet	0	8,941				
							9829 Trunkline-Centerville	30,623	0				
							9836 Texaco-Dog Lake	35	35				
							9895 Texaco-Bayou Sale	3,065	3,065				
							9415 Tejas Power-Egan	12,249	12,249				
							2033 Little Chenier-ARCO	1,649	1,649				
							2392 LRC-Grand Cheniere	6,024	6,024				
							9446 Lowry	1	104				
							9843 Mobil -Lowry	2,866	2,763				
							9303 Helena No. 2	4,622	4,622				
							2020 Arkla-Perryville	6,650	6,650				
							8760 Gulf South-Lonewa	5,708	4,041				
							9880 ANR -Eunice	14,260	14,260				
							1995 KY Z-3 Deduct	64,717	67,375				
												MDWQ	
												% USQ Withdrawn	% UDQ Available
												75%	90%
												80%	85%
												85%	80%
												90%	75%
												Inventory must stay above 25% through Jan 31	
NNS	29763	10/31/2015	5 years	1 year	NNS	13,500		Nov-Mar	Apr-Oct		Nov-Mar April May-Sept Oct	MSQ 376,150 MMBtu	
							2102 Champlin	1,064	1,064	1981 KY Z-4 Deduct	13,500 8,838 4,625 9,984	MDIQ	
							2288 GR So-Mowata #2	258	258			% Unnominated Seasonal Qty Injected	Max Available Injection Rate (% of USQ)
							2790 Henry-Hub	221	221			0% - 65%	1.3%
							2840 Unocal-N Freshwater Bayou	330	330			65% - 90%	1.1%
							9836 Texaco-Dog Lake	1,030	1,030			> 90%	0.6%
							9895 Texaco-Bayou Sale	1,030	1,030				
							9415 Tejas Power-Egan	908	908				
							2033 Little Chenier-ARCO	1,050	1,050				
							9843 Mobil -Lowry	392	392				
							2020 Arkla-Perryville	2,000	2,000				
							8760 Gulf South-Lonewa	2,131	2,131				
							9045 Lebanon-REX	3,038	2,534				
							9880 ANR -Eunice	2,023	2,023				
							1981 KY Z-4 Deduct	7,773	4,625				
												MDWQ	
												% USQ Withdrawn	% UDQ Available
												75%	90%
												80%	85%
												85%	80%
												90%	75%
												Inventory must stay above 25% through Jan 31	

ATTACHMENT D

ATMOS ENERGY CORPORATION
 CONTRACT SUMMARY - TGT PIPELINE CONTRACTS

Texas Gas Transmission

FT	29759	10/31/2015	5 years	1 year	FT	13,500	Jan-Dec	Nov-Mar	April	May-Sept	Oct			
							2102 Champlin	4,595	1985 KY Z-3 SLM Deduct	774	3,500	3,500	3,500	* Discount - Texas Gas' max FT demand rate less \$.0370 per MMBtu of contract
							2288 GR So-Mowata #2	472	1988 KY Z-3 SLE Deduct	10,166	600	600	600	contract demand
							2740 Superior-Pure	122	1989 KY Z-3 SBG Deduct	898	900	900	900	
							2790 Henry Hub	135	1990 KY Z-3 SLN Deduct	669	100	100	100	
							2601 Fina Oil-Anslem Coulee	47	1995 KY Z-3 Mainline Deduct	993	8,400	8,400	8,400	
							2463 Toce Oil	553						
							2638 Coon Point	450						
							2755 Texaco-Bay Junop	7,539						
							9415 Tejas Power-Egan	2,516						
							9880 ANR-Eunice	471						
FT	29761	10/31/2015	5 years	1 year	FT	3,000	Jan-Dec	Nov-Mar	April	May-Sept	Oct			
							9880 ANR-Eunice	3,000	1985 KY Z-3 SLM Deduct	200	180	180	180	* Discount - Texas Gas' max FT demand rate, less \$.0150 per MMBtu of contract demand; Texas Gas' max commodity rate, less \$.005 per MMBtu, plus applicable surcharges and fuel
									1988 KY Z-3 SLE Deduct	134	100	100	100	
									1989 KY Z-3 SBG Deduct	2,032	100	100	100	
									1990 KY Z-3 SLN Deduct	199	2,100	2,100	2,100	
									1995 KY Z-3 Mainline Deduct	455	500	500	500	
FT	29765	10/31/2015	5 years	1 year	FT	3,500	Nov-Mar	Apr-Oct	Nov-Mar	April	May-Sept	Oct		
							2790 Henry Hub	3,596	3,596	1981 KY Z-4 Deduct	3,500	3,500	3,500	* Discount - Texas Gas' max FT demand rate less \$.0370 per MMBtu of contract demand
							9415 Tejas Power-Egan	1,151	1,151					
							9045 Lebanon-REX	1,368	1,918					
							1981 Atmos KY Z-4 Deduct	3,500	3,500					
FT	31097	10/31/2015	5 years	1 year	FT	1,500	Jan-Dec	Nov-Mar	April	May-Sept	Oct			
							2102 Champlin	511	1981 KY Z-4 Deduct	1,500	1,500	1,500	1,500	* Discount - Texas Gas' max FT demand rate less \$.0370 per MMBtu of contract demand
							2288 GR So-Mowata #2	52						
							2740 Superior-Pure	14						
							2790 Henry Hub	15						
							2601 Fina Oil-Anslem Coulee	5						
							2463 Toce Oil	61						
							2638 Coon Point	50						
							2755 Texaco-Bay Junop	838						
							9415 Tejas Power-Egan	280						
							9880 ANR-Eunice	52						

* To the extent that Atmos or its Replacement Shipper delivers gas to an alternate delivery point on any day, then the discounted demand and commodity rates provided above shall not apply to an equivalent portion of Atmos' contract demand.

ATTACHMENT D

ATMOS ENERGY CORPORATION
CONTRACT SUMMARY - TRUNKLINE PIPELINE CONTRACTS

Trunkline Gas Company

<u>Rate Schedule</u>	<u>Contract #</u>	<u>Termination</u>	<u>Notice</u>	<u>Service</u>	<u>MDQ Dth</u>	<u>Months</u>	<u>Primary Receipt Pt</u>	<u>Primary Delivery Pt</u>	<u>Comments</u>
FT	14573	10/31/2011 Evergreen	6 months	Firm Transport	4,000 1,000	Nov-Mar Apr-Oct	80274 St 165-Stone Ener St Blk 165/ Terrebonne, LA	82041 West Paducah-Atmos	MDQ 4,000 November 1 - March 31 1,000 April 1 - October 31 Discount Rate \$.24/Dth/d - expires 10/31/11 for receipts/deliveries at primary points
NOTE:	Contract will be extended through 10/31/2012, with the following receipt pt change effective 11/01/2011:						81718 Lakeside - NGPL secondary receipts , WLA, Z1A	82041 West Paducah-Atmos	

ATTACHMENT D

ATMOS ENERGY CORPORATION
 CONTRACT SUMMARY - BEHIND CITY GATE STORAGE

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
Company-Owned Storage				
St. Charles	Madisonville	Hopkins County, KY	2,685,196	44,600
Bon Harbor	Owensboro	Daviess County, KY	778,600	24,000
Hickory	Owensboro	Daviess County, KY	451,600	24,000
Grandview	Owensboro	Daviess County, KY	305,400	4,500
Kirkwood	Madisonville	Hopkins County, KY	221,900	12,000
Atmos Kentucky Company Owned Total			4,442,696	109,100
Madisonville Group SubTotal (see ratchet information below)			2,907,096	56,600
Owensboro Group SubTotal (see ratchet information below)			1,535,600	52,500
Contract Storage				
East Diamond (see ratchet information below)		Hopkins County, KY	1,750,000	20,000

Ratchets for Co-Owned Owensboro Group	Ratchet Level	MSQ	
		1,535,600	Note 1
		MDIQ	
Maximum Daily Injection Quantity		30,600	
		MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 1.5356 Bcf to 1.38 Bcf (90% - 100%)	35,600	Note 2
	If Balance is 1.38 Bcf to 1.23 Bcf (80% - 90%)	33,000	
	If Balance is 1.23 Bcf to 1.07 Bcf (70% - 80%)	30,400	
	If Balance is 1.07 Bcf to 0.92 Bcf (60% - 70%)	27,700	
	If Balance is 0.92 Bcf to 0.77 Bcf (50% - 60%)	25,100	
	If Balance is 0.77 Bcf to 0.61 Bcf (40% - 50%)	22,500	
	If Balance is 0.61 Bcf to 0.46 Bcf (30% - 40%)	19,900	
	If Balance is 0.46 Bcf to 0.31 Bcf (20% - 30%)	17,200	
	If Balance is 0.31 Bcf to 0.15 Bcf (10% - 20%)	14,600	
	If Balance is 0.15 Bcf or less (< 10%)	12,000	

Note 1: Storage capacity is stated in MCF
 Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.

Ratchets for Co-Owned Madisonville Group	Ratchet Level	MSQ	
		2,907,096	Note 1
		MDIQ	
Maximum Daily Injection Quantity		23,000	
		MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 2.9071 Bcf to 2.62 Bcf (90% - 100%)	33,600	Note 2
	If Balance is 2.62 Bcf to 2.33 Bcf (80% - 90%)	30,500	
	If Balance is 2.33 Bcf to 2.04 Bcf (70% - 80%)	27,400	
	If Balance is 2.04 Bcf to 1.74 Bcf (60% - 70%)	24,400	
	If Balance is 1.74 Bcf to 1.45 Bcf (50% - 60%)	21,300	
	If Balance is 1.45 Bcf to 1.16 Bcf (40% - 50%)	18,200	
	If Balance is 1.16 Bcf to 0.87 Bcf (30% - 40%)	15,200	
	If Balance is 0.87 Bcf to 0.58 Bcf (20% - 30%)	12,100	
	If Balance is 0.58 Bcf to 0.29 Bcf (10% - 20%)	9,100	
	If Balance is 0.29 Bcf or less (< 10%)	6,000	

Note 1: Storage capacity is stated in MCF
 Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.

Ratchets for Contract Storage East Diamond	Ratchet Level	MSQ	
		1,750,000	Note 1
		MDIQ	
Maximum Daily Injection Quantity	If Balance is 0.44 Bcf or less (0% - 25%)	20,000	Note 2
	If Balance is 1.31 Bcf to 0.44 Bcf (25% - 75%)	15,000	
	If Balance is 1.75 Bcf to 1.31 Bcf (75% - 100%)	10,000	
		MDWQ	
Maximum Daily Withdrawal Quantity	If Balance is 1.75 Bcf to 0.88 Bcf (50% - 100%)	20,000	Note 2
	If Balance is 0.88 Bcf to 0.44 Bcf (25% - 50%)	12,500	
	If Balance is 0.44 Bcf or less (0% - 25%)	7,500	

Note 1: Storage capacity is stated in MCF
 Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.

**SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

Dated _____, 200__

By and between

_____ ("Seller")

and

Atmos Energy Corporation ("Buyer")

If the terms of these Special Provisions and the other terms of the Base Contract conflict, the terms of these Special Provisions shall govern. Any definitions used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning herein.

Any references herein to "General Terms and Conditions" shall mean the document attached to and forming part of the Base Contract entitled "General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas" and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

SECTION 1. PURPOSE AND PROCEDURES

The existing Sections 1.2, 1.3 and 1.4 are deleted in their entirety and replaced with the following:

1.2 (a) Transactions entered into Orally: Should the parties come to an understanding regarding a particular transaction, and have agreed to the Contract Price, the Contract Quantity, the Delivery Period and the Delivery Point(s) (the "Minimum Requirements") for such transaction, the transaction will be formed and effectuated between the parties by an oral offer (whether by telephone, in-person, or otherwise) and oral acceptance (whether by telephone, in-person or otherwise). The parties shall be legally bound by each transaction satisfying the Minimum Requirements from the time they agree to its terms and acknowledge that each party will rely thereon in doing business related to the transaction. Any transaction formed and effectuated pursuant to the foregoing shall be considered a "writing" or "in writing" and to have been "signed" by each party.

(b) Taping of Transactions: Each party hereby agrees that the other party or its agents may electronically record all telephone conversations between officers or employees of the consenting party and the officers or employees of the other party who quote on, agree to, or otherwise discuss terms of transactions or potential transactions on behalf of the party. Either party may at each party's respective expense, maintain equipment necessary to record transactions on audiotapes and/or digital recording media ("Transaction Tapes") and retain Transaction Tapes and the electronic evidence of transactions on such Transaction Tapes in such manner and for so long as each party deems necessary in its sole respective discretion, but is not obligated to do so; provided that **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MALFUNCTION OF SUCH EQUIPMENT OR THE OPERATION THEREOF IN RESPECT OF ANY TRANSACTION WITHOUT REGARD TO THE CAUSE OR**

CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, CONCURRENT, CONTRIBUTORY, AND/OR COMPARATIVE NEGLIGENCE (WHETHER GROSS OR SIMPLE, OR ACTIVE OR PASSIVE), STRICT LIABILITY, OR OTHER FAULT OF ANY PARTY. No transaction shall be invalidated should a Transaction Tape be erased for any reason or a malfunction occur in equipment utilized for recording transactions or retaining Transaction Tapes or the operation thereof. The parties hereby consent to the electronic recording of their oral agreements and related telephone discussions.

(c) Waiver of Statute of Frauds: **THE PARTIES HEREBY WAIVE ALL PROVISIONS OF ANY APPLICABLE STATUTE OF FRAUDS WITH RESPECT TO ANY TRANSACTIONS SUBJECT TO THIS CONTRACT; PROVIDED HOWEVER, AMENDMENTS TO THE CONTRACT MUST BE IN WRITING AND SIGNED BY THE PARTIES.** The parties agree not to contest or assert a defense to the validity or enforceability of transaction entered into orally under laws relating to whether certain agreements are to be in writing or signed by the party to be thereby bound.

1.3 Confirmation of a Transaction:

(a) The Confirming Party shall and the other party may confirm the terms of a transaction by transmitting to the other party a written Transaction Confirmation by any reasonable means, including, without limitation, by facsimile (including, without limitation e-fax and/or computer facsimile), hand delivery, courier, or certified mail (return receipt requested) or other mutually agreeable electronic means. Failure by any party to send, or the party to return a Transaction Confirmation shall not invalidate any transaction. Each party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation and as the identification and authentication of such party. Notwithstanding the definition of Transaction Confirmation in Section 2, "Transaction Confirmation" means for the purposes of delivery to a receiving party, a writing in any reasonable form containing all of the material terms of the transaction, including, without limitation, the form of Exhibit A attached hereto.

(b) If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the terms of a transaction, such receiving party shall notify the sending party of any such material differences in writing by the Confirm Deadline, unless such receiving party has previously timely sent a Transaction Confirmation to the sending party before the Confirm Deadline.

(c) Unless the receiving party has previously timely sent a written Transaction Confirmation to the sending party, the failure of the receiving party to so notify the sending party of any such material differences in writing by the Confirm Deadline constitutes the receiving party's acceptance of the description of the terms of the transaction in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction or if the receiving party has timely objected to the terms of the sending party's Transaction Confirmation, such transaction remains valid and the parties remain legally bound thereby, however, both parties shall in good faith attempt to resolve such differences. Once such material differences are resolved, either party may transmit a written Transaction Confirmation to the other party, and such Transaction Confirmation shall be accepted (or disputed) pursuant to the provisions of this Section 1.3. The provisions of this Section 1.3 may be repeated as many times as necessary to produce a written Transaction Confirmation that is accepted or deemed accepted by the receiving party.

Attachment E

(d) A written Transaction Confirmation and any other writing related to or in response to a Transaction Confirmation shall be deemed delivered to the receiving party (i) when actually received by the receiving party or (ii) with respect to a written Transaction Confirmation and other writing delivered by facsimile, when the sending party's facsimile machine indicates by an electronic or written facsimile log that the receiving party's facsimile machine received such written Transaction Confirmation.

(e) The sending party shall not be required to maintain or retain a paper-based version of the written Transaction Confirmation delivered to the receiving party. In addition to a paper-based version of the written Transaction Confirmation delivered to the receiving party, the following shall constitute a "written Transaction Confirmation" for all purposes of this Contract: (i) an electronic image of a paper-based version of the written Transaction Confirmation, and/or (ii) data in the sending party's computer system.

(f) In the absence of a written Transaction Confirmation that the parties have signed or are deemed to have accepted, any evidence may be used to establish the terms of a transaction, including, without limitation, a Transaction Tape oral testimony, data in a computer system, trade tickets, and/or notes. If a Transaction Confirmation exists which the parties have signed or are deemed to have accepted, in the event of a conflict between the terms of the written Transaction Confirmation and any other evidence of the terms of a transaction (including, without limitation, a Transaction Tape, oral testimony, data in a computer system, trade tickets, and/or notes), the terms of the written Transaction Confirmation shall control to the extent of any such conflict.

1.4 Transaction Confirmations Do Not Amend Certain Terms: Transaction Confirmations shall not amend the terms of the Contract related to events of default, liquidated damages, settlement or termination payments unless a Transaction Confirmation is in writing and signed by both parties.

SECTION 2. DEFINITIONS

Delete the existing definition in Section 2.11 of "Credit Support Obligation(s)" and substitute the following:

2.11 "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a performance bond, guaranty or other mutually acceptable form of security.

SECTION 3. PERFORMANCE OBLIGATION

The following new Section 3.5 is added:

3.5 Notwithstanding anything in this Contract to the contrary, in the event: (i) a transaction has a Firm obligation; (ii) as a result from an event of Force Majeure Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Contract Quantity for such transaction; (iii) the Delivery Period for such transaction is at least one month; and (iv) the Contract Price is a Fixed Price (as defined below), then

Attachment E

- a. If the FOM Price (as defined below) is above the Fixed Price, Seller will pay Buyer, for each MMBtu of Gas not delivered and/or received, the difference between the FOM Price and the Fixed Price.
- b. If the FOM Price is below the Fixed Price, Buyer will pay Seller, for each MMBtu of Gas not delivered and/or received, the difference between the Fixed Price and the FOM Price.

For purposes of this Section 3.5, the "Fixed Price" means the Contract Price for a transaction that is expressed as a set amount. Fixed Price includes prices that were converted from an index-based price or a NYMEX basis to a set amount upon the agreement of the parties or as a result of a party exercising a price option available to a party under a Transaction Confirmation that resulted in a maximum price or a minimum price.

For purposes of this Section 3.5, the "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month of delivery as published in the Inside FERC Gas Market Report (or such other published index as mutually agreed to by the parties), for the geographic location closest in proximity to the Delivery Point.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

Section 8.3 is supplemented by inserting the following as the last sentence of that section:

Neither party shall be obligated to indemnify, defend, or hold the other party harmless to the extent any liability, suit, action, damage, loss or expense arises out of or in connection with any intentional act, negligent act or failure to act on the part of the other party, its officers, agents, or employees.

SECTION 10. FINANCIAL RESPONSIBILITY

Delete the existing Sections 10.1 and 10.2 and substitute the following in lieu thereof:

10.1 If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance, which shall not exceed the amount calculated in accordance with the procedure for determining the Net Settlement Amount, as of the date of the demand, as if all transactions had been terminated plus all other outstanding amounts owed or accrued under the Contract. "Adequate Assurance of Performance" means sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, an irrevocable standby letter of credit, a prepayment, a performance bond or guaranty (including the issuer of any such security). The "occurrence of a material change in the creditworthiness of Y" shall mean that on any date of determination either (i) the unsecured and unsubordinated long-term debt of Y (or Y's guarantor) is not rated by Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., or its successor ("S&P"), or by Moody's Investors Service, Inc. or its successor ("Moody's") or (ii) if so

Attachment E

rated, the higher rating then assigned to Y's (or Y's guarantor's) unsecured and unsubordinated long-term debt is less than BBB- by S&P or Baa3 by Moody's.

- 10.2 In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 not later than two Business Days after receipt of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following receipt of written Notice that such payment is due; or (ix) fails to deliver or receive Gas if not remedied within three (3) Business Days, unless excused by the other party's non-performance or prevented by Force Majeure; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

SECTION 11. FORCE MAJEURE

Section 11.2(iv) is deleted and the following is substituted in lieu thereof:

(iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars;

SECTION 14. MISCELLANEOUS

The following new Sections 14.12 and 14.13 are added:

14.12 This Contract shall be considered for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

14.13 If any index used to determine the price under a transaction ceases to be available, the parties agree to promptly negotiate on a good faith basis a mutually satisfactory alternate price or reference publication to take effect as of the date the prior index is unavailable. If the parties cannot agree on an alternative price or reference publication within thirty (30) days of the index ceasing to be available, then the parties shall refer the matter to binding arbitration. Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. Section 1, *et seq.*) and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED,

Attachment E

OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

ATMOS ENERGY CORPORATION

By: _____

By: _____

Kenny Malter
Vice President, Gas Supply & Services

Title: _____

SAMPLE ONLY

WESTERN KENTUCKY-TGT
 NOMINATED VOL'S

TO:
 gcontrol@atmosenergy.com
 phone number (800)-533-4781

FROM: _____ **DATE/TIME STAMP** _____

Company Name _____
 Fax #: _____
 Name _____
 Email Address: _____
 desk #: _____
 cell #: _____
 after hours name & #: _____

REVISED (INTRADAY)	IF REVISED INPUT TIME								
UPDATED (TIMELY)	YES OR NO								

ZONE 2		MDQ	Day of the Week					
K#			Date	Date	Date	Date	Date	Date
_____ (SYSTEM SUPPLY)	SCHEDULED							
TOTAL OTHER CONTRACTS	SCHEDULED							
TOTAL Z2 SYSTEM SUPPLY								
TOTAL Z2 AMA CAPACITY RELEASE UTILIZATION - ATMOS CONTRACTS								
NNS INJECTION	SWING RIGHTS							
NNS WITHDRAWAL	SWING RIGHTS							
Unused MDQ								

ZONE 3		MDQ	Date	Date	Date	Date	Date	Date
K#								
_____ (SYSTEM SUPPLY)	SCHEDULED							
_____ (SYSTEM SUPPLY)	SCHEDULED							
_____ (SYSTEM SUPPLY)	SCHEDULED							
TOTAL OTHER CONTRACTS	SCHEDULED							
TOTAL Z3 SYSTEM SUPPLY								
TOTAL Z3 AMA CAPACITY RELEASE UTILIZATION - ATMOS CONTRACTS								
NNS INJECTION	SWING RIGHTS							
NNS WITHDRAWAL	SWING RIGHTS							
Unused MDQ								

ZONE 4		MDQ	Date	Date	Date	Date	Date	Date
K#								
_____ (SYSTEM SUPPLY) #1981	SCHEDULED							
_____ (SYSTEM SUPPLY)	SCHEDULED							
TOTAL OTHER CONTRACTS	SCHEDULED							
TOTAL Z4 SYSTEM SUPPLY								
TOTAL Z4 AMA CAPACITY RELEASE UTILIZATION - ATMOS CONTRACTS								
NNS INJECTION	SWING RIGHTS							
NNS WITHDRAWAL	SWING RIGHTS							
Unused MDQ								

TOTAL SYSTEM SUPPLY Z2+Z3+Z4	SCHEDULED							
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Attachment F

Atmos Energy Corporation
Gas Control Nomination Sheet

SAMPLE ONLY
MUST BE COORDINATED WITH ATMOS GAS CONTROL

East Diamond and Company-Owned Storage
NOMINATED VOL'S

TO:

gcontrol@atmosenergy.com
phone number (800)-533-4781

FROM:

2/23/11 10:56 AM

Company Name
Fax #:
Name
Email Address:

desk # :
cell #:
after hours name & # :

REVISED (INTRADAY) UPDATED (TIMELY)	IF REVISED INPUT TIME YES OR NO	Day of the Week					
MDQ		Date	Date	Date	Date	Date	Date
Withdrawal	-						
East Diamond							
Bon Harbor (Owensboro Group)							
Hickory (Owensboro Group)							
Grandview (Owensboro Group)							
St. Charles (Madisonville Group)							
Kirkwood (Madisonville Group)							
TOTAL WITHDRAWAL	-						
Injection							
East Diamond							
Bon Harbor (Owensboro Group)							
Hickory (Owensboro Group)							
Grandview (Owensboro Group)							
St. Charles (Madisonville Group)							
Kirkwood (Madisonville Group)							
TOTAL INJECTION	-						

Attachment G

General Items for Kentucky Service Area

- ◆ Certain assets may be unused after Asset Manager has supplied Atmos' full gas supply requirements, Asset Manager is willing to assume the obligations and risks that may lead to financial loss which accompany the potential for financial gain in connection with the value optimization of such otherwise unused assets.
- ◆ Asset manager acknowledges that it is paramount in its role as Asset Manager, that it take no action nor omit to take any action, under any circumstances, the result of which would impair or adversely affect the reliability of Atmos' system or service to its customers.
- ◆ Asset Manager shall dispatch gas to Atmos using the least cost supply first, acting in the best interest of Atmos. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. Bidding on this RFP indicates understanding and acceptance of this requirement.
- ◆ **Asset Manager's rights to storage and associated transportation are secondary to Atmos' rights.**
- ◆ "Regulatory Out" language must be included in the Transaction Confirmation agreement addressing the potential of regulations which may render the agreement illegal or unenforceable or materially adversely affecting the ability of Atmos or the Asset Manager to perform this agreement. For either Party:
 1. a court or governmental agency with jurisdiction (including without limitation the Kentucky Public Service Commission or the Federal Energy Regulatory Commission) reverses, withdraws or otherwise modifies, with a result unacceptable to such party in its sole discretion, any applicable law, regulation order, ruling, opinion or other determination believed to be necessary to proceeding with the transactions contemplated under the Agreement;
 2. such change causes the impacted Party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according the terms of the agreement would be in violation of any applicable law, regulation, order, ruling or opinion, and
 3. the Parties are unable, after good faith negotiations, to renegotiate the Agreement to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit.

For the Asset Manager: if a court or governmental agency with jurisdiction determines that the Asset Manager is subject to the jurisdiction of the Kentucky Public Service Commission as a result of the execution, delivery or performance of any Agreement.

- ◆ The selected Asset Manager is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, or tariff provision of any Federal, State or local governing entities including Asset Manager's election to deviate from Atmos' planned flowing and storage gas injections and/or withdrawal requirements. In addition, the Asset Manager shall bear sole financial responsibility, and shall pay to the applicable pipeline company (or reimburse Atmos if required to pay) any imbalance or overrun penalty, cost, charge, or cash-out cost (collectively referred to in this Agreement as an "Imbalance Charge") assessed as a result of an over-delivery or under-delivery of gas. Failure to do so could result in the cancellation or termination of any contract entered into as a result of the award at Atmos' sole discretion. Furthermore, should Atmos elect to terminate the agreement, the Asset Manager will be responsible for any and all costs, including any price differentials and reasonable legal fees associated with Atmos replicating the contracted service with a replacement counterparty. All penalties imposed by any pipeline under this agreement due to the actions (or inaction) of the Asset Manager will be the responsibility of the Asset Manager.
- ◆ The Asset Manager will also be required to provide routine and timely documentation of all transactions, utilizing Atmos assets including but not limited to, contracts, volumes, rates, offers made, offers rejected. The Asset Manager shall maintain documents and records of all transactions that utilize Atmos' gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by Atmos and any applicable regulatory authority having jurisdiction. Asset Manager shall comply with all applicable federal and state laws, regulations and orders of regulatory authorities having jurisdiction in connection with its performance of its obligations under the agreement, the use and management of the managed assets and the supply of commodity to Atmos.
- ◆ Actual requirements, during each month, will result in variances from the initial Plan storage estimates. Asset Manager will track and report Atmos' "paper" storage inventory balances and the physical storage inventory balances during the Term in order to administer injections and withdrawals made on paper for billing purposes and the physical injections and withdrawals made by the Asset Manager. The "paper" inventory injections and withdrawals will be calculated each day based on the difference between the quantities scheduled and confirmed by the Asset Manager (purchased by Atmos Energy) on that day and the quantity metered at the City Gate excluding third party transportation quantities. Asset Manager and Atmos Energy will have weekly progress communications to review such quantities and inventory levels. During each month, Atmos will review the variance in the estimated storage levels resulting from actual requirements and the gas purchased, per the Gas Purchase Plan, for the current month. This evaluation may result in a change to the planned purchases for the subsequent months. Atmos will advise the Asset Manager of changes, if any, to the planned purchases for the upcoming month not later than five (5) business days prior to the beginning of the next flow month.

- ◆ For operational purposes, the Physical and Plan Storage inventory levels must be at the appropriate levels at the beginning of each winter season to ensure reliability of supply.
- ◆ **If Atmos in its sole discretion deems the Asset Manager managing assets in a manner that jeopardizes Atmos' reliability Atmos will have the right to take any action including the immediate recall of capacity to ensure system integrity.**

Public

DR-08

DR 8-2P, KY RFP TGT 2015-2020 PUBLIC



March 13, 2015

RE: Request for Proposal
Asset Manager & Gas Supply Requirements

Atmos Energy Corporation is seeking proposals for firm gas commodity requirements and management of the transportation/storage contracts serving our Texas Gas, Trunkline and ANR Kentucky service areas. Attached are proposal guidelines and attachments with supply requirements, receipt point capacity and estimated usage.

Proposals should be sent to Riney Hancock, CPAs (on behalf of Atmos) must be received by 12:00 P.M. Central Time on Monday, April 13, 2015. Atmos will evaluate the proposals received, and all respondents to this RFP will be notified whether or not they are selected as the asset manager.

We look forward to receiving your proposal.

Sincerely,

Kim Griffith

Kim Griffith
Gas Supply Representative

ATMOS ENERGY CORPORATION
GAS SUPPLY REQUEST FOR PROPOSAL (“RFP”)
FOR NATURAL GAS SUPPLY AND ASSET MANAGEMENT
KENTUCKY SERVICE AREA- TEXAS GAS/TRUNKLINE/ANR
March 13, 2015

1. RFP Overview

Atmos Energy Corporation (“Atmos”) is seeking proposals from qualified suppliers to provide firm natural gas commodity requirements and asset management of its transportation and storage contracts for its Kentucky service area served by Texas Gas Transmission Corporation (TGT), Trunkline Gas Company (Trunkline) and ANR Pipeline Company (ANR). Proposals should be submitted on the attached Bid Form, Attachment A. The term of the agreement will commence on October 31, 2015 and continue for a period of five years through October 31, 2020.

**ALL PROPOSALS MUST BE PREPARED IN ACCORDANCE WITH RFP
REQUIREMENTS AND MUST BE RECEIVED IN WRITTEN FORM ON OR BEFORE
MONDAY, APRIL 13, 2015, BY NOON CENTRAL TIME.**

2. RFP Communication

Atmos RFPs are issued electronically via the Atmos Energy RFP website. Potential bidders should register to view and receive electronic notification of Atmos’ RFPs through the Atmos Energy website at <https://www.atmosenergy.com/cs/gassupply/> and click on “Register.”

Any requests for additional information not contained in this RFP are required in writing. Requests should be submitted via the Atmos RFP website. Responses to reasonable requests, at Atmos’ sole discretion, will be available for viewing by all registered parties via the Atmos RFP website. The identity of the party requesting additional information will be kept confidential. In order to submit a question, please click on the “Questions and Answers for this Activity” link corresponding with this RFP and type in the question. Questions should be submitted no later than Monday, April 6, 2015. Responses will be posted on the Atmos RFP website as soon as possible, but no later than Wednesday, April 8, 2015. Interested parties are encouraged to visit the website periodically throughout the RFP open period for updated postings.

3. Background

Kentucky Service Area – TGT/TRUNKLINE/ANR

Atmos holds firm capacity on TGT, Trunkline and ANR to serve its Kentucky service area. Atmos has five company-owned behind city gate storage fields and holds contract storage capacity in East Diamond, a behind the city gate storage field. Atmos contracts for a small amount of supply provided by local producers directly into Atmos’ distribution system. To the extent Atmos’ distribution system can accommodate incremental local production, the asset manager will be required to facilitate such purchases for delivery into Atmos’ distribution system. In addition to TGT, Trunkline and ANR pipelines, Midwestern Gas Transmission (MGT) interconnects with Atmos’ Kentucky service area. The Atmos Kentucky total annual

thru-put is approximately 45.1 Bcf, of which approximately 58% is attributable to third party transportation customers.

The capacity and transportation agreements that will be managed by the asset manager are listed in Attachment B, Asset Portfolio. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity at a zero rate release and will transfer its storage inventory to the asset manager subject to the asset manager's obligation to provide Atmos' full requirements, up to Atmos' transportation and storage contractual entitlements, to Atmos' distribution systems. Demand charges associated with the zero rate capacity releases will be billed directly to Atmos by the pipeline (see exception under ANR section). The asset manager will bill Atmos for fuel and transportation commodity charges associated with providing deliveries to Atmos' city gates for Atmos' requirements using the least cost receipt and delivery points per the contracts (see Attachment B, Asset Portfolio).

To the extent allowed by the applicable pipeline tariffs and regulations, and subject to the terms of any applicable service agreements, Atmos will transfer its physical storage inventories to the asset manager at zero cost. The physical storage inventory balances at commencement will establish the beginning values in Atmos' billable paper storage inventory accounts tracked by the asset manager. At the conclusion of the asset management term, October 31, 2020, the asset manager shall have the physical inventory balances in close agreement with billable paper storage inventory levels. This will facilitate the zero cost storage inventory transfer back to Atmos. Any difference between an ending physical inventory and ending paper inventory shall be minimal and will be settled via cashout between asset manager and Atmos. Each service area's storage balancing guidelines are described later in this RFP under the paragraphs titled Balancing.

3.1 TGT

Atmos' Kentucky weather normalized annual purchase requirements on TGT are approximately 13.8 Bcf for system supply. More detailed projected purchase volumes are provided on Attachment C, Kentucky Winter and Summer Gas Supply Seasonal Plans, to assist in proposal preparation. The projected purchase volumes are informational only and may not be indicative of future requirements. Atmos will provide seasonal gas supply plans twice a year, which will cover forecasted normal supply requirements on TGT and include planned supply requirements on Trunkline. The seasonal plans will include anticipated requirements plus estimated planned injections during the summer season. These estimated purchases will take into consideration requirements less estimated planned storage withdrawals during the winter season shown on Attachment C.

Atmos has three TGT FT contracts and three TGT NNS contracts. Atmos has a fourth TGT FT contract that will be released through 3/31/2018 and then replaced with same or like capacity. Although Atmos plans to extend or replace with like capacity, bidders should not place value on capacity utilization beyond the initial capacity term indicated (see Attachment B, Asset Portfolio TGT Pipeline Contracts). The index based commodity bid proposed in Attachment A, Bid Form, should be applicable for the full five year term of the AMA.

In recognition of Texas Gas Transmissions' Docket No. RP14-1083-000 at the Federal Energy Regulatory Commission, Atmos' receipt points on the FT and NNS contract are subject to change. Atmos' Zn 4 NNS contract #29763 and Zn 4 FT contract #31097 each have receipts at Lebanon REX meter #9045. Nominations from Lebanon REX to Atmos' Zone 4 primary delivery point are considered by TGT to be firm out of path service. The asset manager will be responsible for ensuring delivery to the Atmos city gate if the nomination from Lebanon REX is cut.

Atmos has five behind city gate company-owned storage facilities and one behind city gate contract storage facility, East Diamond Storage. Atmos' Gas Control Department retains operational control of all behind gate storages. This operational control, as it relates to the Company's storage fields, is intended to ensure the physical integrity and limitations of markets served by the storage fields. These behind gate storages are utilized to service Atmos requirements in TGT Zone 3, particularly Owensboro and Madisonville, KY service areas and may not be utilized outside the Atmos system. The behind gate storages cannot peak-shave all of Zone 3. The asset manager will have the flexibility to vary from the established storage plan, but Atmos will ensure that service to its core markets is not jeopardized as a result of the asset manager's deviation from the plan.

There are several active local producers which Atmos contracts directly for supply in TGT Zone 3. These contracts have a combined annual supply to Atmos of approximately 29,000 MMBtu. This local production is directly on Atmos' distribution system and has immaterial impact on the overall supply requirements of the Kentucky system.

Atmos has discounted reservation rates for the Texas Gas FT contracts. Asset manager will bill Atmos based on the discounted receipt and delivery points. If asset manager forfeits discount by nominating outside of the discount path, asset manager will be responsible for reimbursing Atmos for the discount forfeiture. Please note, for TGT FT contract #32799, nominations within the primary path are allowed, but nominations outside the primary path are strictly prohibited.

Balancing TGT

On TGT, the difference between Atmos' FOM baseload purchases plus incremental quantities less sellbacks and the Company's *actual usage* will be balanced on paper by the asset manager utilizing the TGT NNS storage contracts. Company's *actual usage* is defined as all TGT, Trunkline, MGT and ANR measured volumes at the city gates less transportation customer nominated volumes less behind gate physical injections and plus behind gate physical withdrawals. Regardless of how the asset manager physically balances the system, the asset manager will track the billable paper NNS inventories. **When necessary for operational purposes, determined at Atmos' sole discretion, Atmos has the right to utilize the full contractual storage withdrawals on any day. When storage withdrawals are adjusted for operational purposes Atmos will make a best efforts basis to balance back to the monthly billable plan volume.** The transportation customers are kept whole to their nominations and balance on Atmos' storage. The asset manager shall track and report the paper and physical storage inventory balances as further described in Attachment D, General Items for Kentucky Service Area.

3.2 Trunkline

Atmos has one Trunkline FT contract with Paducah, KY as the delivery point, see Attachment B, Asset Portfolio Trunkline Pipeline Contracts. The Paducah service area is mainly served by the Texas Gas Zn 2 NNS contract supplemented by the Trunkline FT contract. On a peak day, it will be necessary to flow the full Trunkline MDQ of 5,000 Dth/d to meet customer demand requirements. Atmos anticipates weather normalized annual purchase requirements on Trunkline of approximately 576,500 Dth. More detailed projected purchase volumes are provided in Attachment C, to assist in proposal preparation. The projected purchase volumes are informational only and may not be indicative of future requirements. Atmos will provide seasonal gas supply plans twice a year, which will cover forecasted normal supply requirements on TGT and Trunkline.

The Trunkline FT contract will be released through 3/31/2017 and then replaced with same or like capacity. Although Atmos plans to extend or replace with like capacity, bidders should not place value on capacity utilization beyond the initial capacity term indicated (see Attachment B, Asset Portfolio TGT Pipeline Contracts). The index based commodity bid proposed in Attachment A, Bid Form should be applicable for the full five year term of the AMA.

Atmos has a discounted reservation rate for the Trunkline FT contract. Asset manager will bill Atmos based on the discounted receipt and delivery points. If asset manager forfeits discount by nominating outside of the discount path, asset manager will be responsible for reimbursing Atmos for the discount forfeiture.

Balancing Trunkline

On Trunkline, Atmos has an OBA. Atmos' Gas Control Department makes best effort to operationally keep the imbalance to a minimum. Atmos is cashed out each month directly with Trunkline per the Trunkline tariff. Asset manager is responsible for the timely notification to Atmos Gas Control of the physical daily nomination utilizing Attachment F, Gas Control Nomination Sheet (see Section 6). The only exception is if asset manager fails to notify Gas Control of timely and accurate nomination preventing Gas Control from effectively balancing the load. Asset manager would then be responsible for settling any excessive imbalance with Atmos.

3.3 ANR

Atmos has one ANR FTS-1 contract with year round receipts at Fayetteville DRN #803184, and deliveries into Atmos' distribution system at the primary delivery point Stanley interconnect DRN #201846, and at the secondary delivery points at Rabbit Ridge DRN #153751 and Beulah DRN #201838 (Beulah meter is currently connected but inactive; use of this point is subject to operational availability). Each March, Atmos will make a decision for the summer term on releasing to the asset manager an incremental upstream path on ANR back to the SE Headstation DRN #103565. In the event SE Headstation path is not released, the asset manager must be willing to sell supply sourced at the Fayetteville point year round at the price indicated on Attachment A, Bid Form.

It should be noted that the ANR FTS-1 capacity will be released so that the demand charges associated with the contract will be paid by the asset manager directly to ANR and asset manager

will pass through demand charges on its monthly invoice to Atmos. Atmos has a discounted demand charge for the ANR FTS-1 contract. Asset manager will bill Atmos based on the discounted receipt and delivery points. Please note, for the ANR FTS-1 contract, nominations within the primary path are allowed, but nominations outside the primary path are strictly prohibited. The ANR FTS-1 capacity will be released through 3/31/2019 and then replaced with same or like capacity. Although Atmos plans to extend or replace with like capacity, bidders should not place value on capacity utilization beyond the initial capacity term indicated (see Attachment B, Asset Portfolio TGT Pipeline Contracts). The index based commodity bid proposed in Attachment A, Bid Form should be applicable for the full five year term of the AMA.

ANR Deliveries at Stanley Interconnect

The asset manager may utilize ANR ML3 deliveries at the Stanley Interconnect DRN #201846 for Atmos system supply or for injections into Bon Harbor Storage, a company-owned facility located in Daviess County, Kentucky. Operationally, there is a daily limitation of 6,000 Dth/d. Alternatively, injections into Bon Harbor may be made via TGT Zn 3 deliveries (consistent with the other company-owned storage facilities).

ANR Deliveries at Rabbit Ridge into East Diamond Storage Facility

The East Diamond Storage facility (“East Diamond”) is located in Hopkins County, Kentucky. Due to the location of the East Diamond storage facility and the gas quality requirements of storage injections, the asset manager must provide injections physically in ML2 on ANR. Currently East Diamond injections must be sourced from ANR DRN # 153751 (Rabbit Ridge) using the ANR FTS-1 contract and a summer delivered service provided by the asset manager. Withdrawals must be delivered directly into the Atmos Kentucky distribution system. Atmos has 1,750,000 Dth of contract storage capacity in East Diamond with a maximum daily withdrawal of 20,000 Dth/day and a maximum daily injection of 10,000 Dth/day. Please see Attachment B, Asset Portfolio—Behind City Gate Storage for the operational withdrawal and injection ratchets.

ANR Summer Delivered Service

The asset manager will provide a summer delivered service of up to 7,500 MMBtu per day to supplement injections into East Diamond at ANR DRN #153751 (Rabbit Ridge) as Atmos does not hold sufficient ANR capacity. See Attachment C, Kentucky Winter and Summer Gas Supply Seasonal Plans for the estimated injection quantities effectuated through this delivered service.

Balancing ANR

On ANR, Atmos has an Interconnection Balancing Agreement (OBA) for the Stanley Interconnect, located in Daviess County, KY, ANR DRN # 201846. Atmos will assign asset manager as Agent for this Interconnection Balancing Agreement. ANR tariff allows that any imbalance may be resolved with Gas in-kind. It is the responsibility of asset manager to keep the imbalance to a minimum. Asset manager is responsible for any imbalance charges or penalties assessed by ANR in relation to this Balancing Agreement.

ANR OBA Unwinding

On October 31, 2020, asset manager shall have the ANR Stanley imbalance as close to zero as possible. Any imbalance remaining at that time will be cashed out with ANR and asset manager will be responsible for all charges/credits relating to that cash out with ANR. In the event asset manager is awarded the contract or a similar contract after the expiration of the term hereof, or if this Contract is otherwise extended, Atmos may elect to roll the short or long imbalance to the newly awarded or extended contract and the rolled imbalance will be governed by the terms and conditions of the newly awarded or extended contract.

3.4 Midwestern

Atmos does not have capacity on Midwestern (MGT), however, Atmos is the point operator at the interconnect with MGT meter # 33315 and has an Operational Balancing Agreement (OBA). Atmos Gas Control and MGT Gas Control will monitor the pipeline imbalance. The asset manager will have the right to deliver a limited amount of system supply into Atmos' distribution system at the MGT interconnect with Atmos Gas Control preapproval. Several transportation customers have contractual rights with Atmos to utilize this point and are kept whole to their nomination. Atmos settles any imbalance through cashout directly with MGT. To the extent the asset manager utilizes MGT to effectuate service, they are responsible for any related imbalance charges. Respondents should be familiar with the MGT tariff provisions and Atmos meter capacity if planning to effectuate the services required under this RFP via MGT.

4. Form of Agreement

The agreement will be on the standard 2006 form of Base Contract for the Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB). The NAESB will also include Atmos' special provisions (see Attachment E), additional special provisions that may be mutually agreed upon, and a transaction confirmation addendum specifically incorporating the terms and conditions herein specified (or as otherwise set forth in a successful proposal) and pricing contained in the successful proposal. Existing suppliers who already have an executed base contract may continue under the existing contract.

5. Asset Management

The transaction with the asset manager is intended to qualify as an "Asset Management Arrangement" as defined in the Federal Energy Regulatory Commission's ("Commission") Order No. 712 and its regulations, as amended, set out in 18 CFR §284.8. All releases of FERC jurisdictional storage and transportation capacity under the Agreement shall conform to FERC's definition of an Asset Management Agreement, including the required conditions and delivery obligations, shall be non-biddable, pre-arranged releases and shall be made in a manner consistent with (a) the FERC's capacity release regulations, and (b) applicable pipeline tariffs. The capacity released will be for the term of this agreement or if shorter, the term of the associated contracts as detailed on Attachment B, Asset Portfolio and will be fully recallable. The final transaction confirmation will include the following language:

"The capacity may be recalled immediately upon (i) a breach that leads to the termination of the Asset Management Arrangement; (ii) failure by asset manager

to fulfill its delivery obligations subject to the terms and conditions of the Asset Management Arrangement; or (iii) the mutual agreement of the parties.”

The asset manager will be obligated to provide all firm system supply requirements on any and every day of the term up to the applicable daily contract demand of Atmos’ released capacity. Furthermore, the selected asset manager will be responsible for the management of pipeline capacity and storage contracts, in accordance with gas supply plans provided by Atmos. The asset manager will be responsible for making all nominations to the pipeline for flowing gas. Management of pipeline imbalances and contract imbalances is included in this asset management service.

The asset manager will have the right to deliver quantities to Atmos utilizing transportation and/or storage service other than the managed capacity provided that (i) there will be no reduction in service, quantity or reliability to Atmos, and (ii) there will be no pricing change for the service delivered by the asset manager. The asset manager will invoice and pass through commodity and fuel costs to Atmos pursuant to the transportation routes and storage activity using the quantities and transportation/storage capacity specified in Atmos’ plan requirements and the pricing set forth in the agreement between Atmos and the asset manager regardless and separate from actual transportation and storage physical activity.

The asset manager selected is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, tariff provision of any Federal, State, or local governing entities including asset manager’s election to deviate from the company provided planned flowing and storage gas injections and/or withdrawal requirements. In addition, the asset manager will be responsible for any penalties or incremental costs incurred by Atmos when the asset manager does not comply with tariff provisions and/or operational flow orders issued, either by the transportation service provider or by Atmos as defined in the final contract.

6. Performance and Supply Requirements

All gas supply is to be firm, assuring that natural gas supply services will meet all contractual obligations without fail. Additionally, notwithstanding any Force Majeure provisions in the Base Contract for Sale and Purchase of Natural Gas (NAESB) (2006) or Special Provisions, the winning bidder must be willing to incorporate the following Force Majeure provisions or alternative language of equivalent effect acceptable at Atmos’ sole discretion:

- “If on any Day a Force Majeure event partially restrains a Party’s ability to perform (i) its Firm obligations to the other Party for any transaction(s) at a Receipt or Delivery Point and (ii) it has Firm obligations to other counterparties under transaction(s) at the same Receipt or Delivery Point, then all Firm obligations of the restrained Party at the Receipt or Delivery Point shall be reduced *pro rata*, without regard to the price paid or received for Gas.
- “If on any Day the asset manager declares a Force Majeure event that results in the curtailment of Gas to be supplied to Atmos, then Atmos shall have the day-ahead and intra-day rights to direct asset manager to schedule and nominate incremental transportation capacity quantity equivalent to the amount of Gas supply of which was subject to Force Majeure.”

When reasonable grounds for insecurity of performance arise, Atmos may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Atmos, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Atmos, a performance bond or a guarantee by a creditworthy entity. Atmos may, from time to time, request such credit information as may reasonably be required to determine the creditworthiness of the asset manager.

Asset manager may use any alternate receipt points to supply gas, but asset manager is responsible for incremental transport charges as a result of alternate points. **Also, the asset manager must provide gas at primary receipt points when secondary points are curtailed.**

Asset manager shall invoice gas to Atmos using the least cost supply first (including variable transportation and fuel costs), acting in the best interest of Atmos at all times. Atmos may request documentation substantiating these costs and may have to provide such documentation in response to regulatory requests. In bidding on this RFP, asset manager indicates understanding and acceptance of this requirement.

The company owned storage facilities, East Diamond and TGT NNS contracts are included in assets available for an asset manager to optimize; however, the purpose of these facilities first and foremost is to insure adequate supply to the Atmos firm customers and is subject to operational limitations at Atmos' discretion. A storage withdrawal ratchet schedule is provided in Attachment B that is based on historical operating usage and forecasted facility capability. The Company owned storage facilities cannot support all of Atmos TGT Zone 3 requirements and is primarily utilized to support the Atmos markets near Owensboro and Madisonville. The storage withdrawal ratchet schedule is provided for informational purposes only in no way represents contractual withdrawal rights. The asset manager may utilize the facility for asset optimization purposes under the following conditions:

- Maintain a physical inventory balance of at least 50% in both the Owensboro and the Madisonville storage groups through the end of each January to ensure operational deliverability during peak times
- Maintain a physical inventory balance of at least 50% in East Diamond through the end of each January to ensure operational deliverability during peak times
- Maintain a physical inventory of at least 25% in the Texas Gas NNS storage accounts on contracts #29760, #29762 and #29763 through February 15.
- Atmos, in its sole discretion may approve storage levels below 50% before the end of January at either of the Owensboro or Madisonville storage groups if an asset manager can provide firm delivered service at the applicable ANR or TGT delivery point to replace storage withdrawals:
 - The ANR delivery points cannot fully replace the storage withdrawals,
 - ANR point #201846 Stanley can be utilized to support and replace storage withdrawals for the Owensboro group, but limited to 6,000 Dth/day.
 - ANR point #201838 Beulah (currently inactive) can be utilized to support and replace storage withdrawals for the Madisonville group,
 - Texas gas meters #1924 and #1942 can be utilized to support and replace storage withdrawals for the Owensboro group,

- Texas gas meters #1939 and #1948 can be utilized to support and replace storage withdrawals for the Madisonville group,
- Atmos, in its sole discretion will approve any replacement of storage withdrawals and system demand will limit volumes replaced.
- Atmos, in its sole discretion, may limit storage withdrawals or injections to protect the integrity of the storage field and/or distribution system.
- Atmos, in its sole discretion will dispatch storage withdrawals to support the areas of the distribution system where needed.

Regardless of how Asset manager physically balances, the NNS contracts take the swing on Atmos paper balance. Atmos will have the right to call for firm incremental quantities on a daily basis, including weekends and holidays, up to the full MDQ by providing the Asset manager notice no later than 8:00 A.M. Central Time on the business day prior to flow.

It is the Asset manager's responsibility to provide daily written communication on how the firm requirements are being met. The Asset manager must provide Atmos' Gas Control department with a summary nomination worksheet (sample shown as Attachment F, Gas Control Nomination Sheet, containing the current day nominations plus nominations for the next five days. This worksheet shall be provided every weekday (except holidays) regardless, even if there are no changes. Nominations must reach Atmos' Gas Control by 2:00 pm CT either via email at gcontrol@atmosenergy.com or via fax at 615.790.9337.

Atmos will notify the asset manager of its first-of-month ("FOM") baseload gas requirements, which are inclusive of planned storage injections or net of planned storage withdrawals ("Billable Plan"), within five (5) business days before the beginning of any month. Monthly purchase volumes will be determined and billed based on the Atmos plan as adjusted. Physical volumes on Atmos' transportation and storage agreements/facilities may vary based on the asset manager's utilization of the assets. The asset manager shall provide monthly support for billed volumes and measured volumes on transportation and storage agreements. Atmos will be obligated to take the FOM baseload quantity every day of the applicable month, unless Atmos timely provides notification of a sell back. The difference between the FOM plan purchases plus incremental quantities plus plan storage withdrawals and the actual Atmos usage swings on the "paper" inventory tracking account unless otherwise stated. **Atmos will have the right to call for firm incremental quantities on a daily basis, including weekends and holidays, up to the full MDQ by providing the asset manager notice no later than 8:00 A.M. Central Time on the day prior to the day(s) of flow in which gas for day(s) of flow is traded on the Intercontinental Exchange. Atmos' right to call for firm incremental quantities will never need to be exercised more than 3.5 hours before the timely nomination cycle.**

It is the asset manager's responsibility to provide daily written communication on how the firm requirements are being met. The asset manager must provide Atmos' Gas Control department with a summary nomination worksheet, Attachment F, Gas Control Nomination Sheet, containing the current day nominations plus nominations for the next five days. This worksheet shall be provided every weekday (except holidays) regardless, even if there are no changes. Nominations must reach Atmos' Gas Control by 2:00 pm Central Time via email at gcontrol@atmosenergy.com.

7. Proposal Content

The following information may be required to be considered responsive to this RFP unless the proposing entity can clearly demonstrate that such information is not applicable to its circumstance. Any additional information that the supplier considers useful for Atmos to evaluate its proposal will be considered. Atmos may request additional information at a later date to assist in the decision making process.

Respondent Information

- Name and address of supplier
- Name, phone, and email of contact person for this proposal
- Evidence of supplier's knowledge and experience in providing service proposed
- Evidence of supplier's financial viability to provide the service proposed
- Business References

Respondent Term and Conditions

Respondent must provide any NAESB special provisions, and/or any required changes to Atmos' special provisions. Respondent must provide any special terms required in the transaction confirmation.

Proposals should be structured to provide firm gas supplies up to the maximum contract quantity indicated in Attachment B, Asset Portfolio. Proposals should present firm commodity sales based upon the pricing methodology described below:

Commodity Pricing

- Please use the Bid Form provided as **Attachment A**.
- First-of-month baseload purchases should be index based pricing, at a price equal to the simple average of the following two indices, IFERC and NYMEX, flat, plus (+) a premium or minus (-) a discount:
 - The "Inside FERC's Gas Market Report" first-of-month posting using the following indices associated with the KY service areas:
 - Texas Gas Transmission, Zone 1** for TGT FOM,
 - Trunkline Gas , Zn 1A** for Trunkline FOM,
 - ANR, LA** for ANR FOM via SE Headstation receipts,
 - South Louisiana Henry Hub** for ANR FOM via Fayetteville receipts and
 - ANR, LA** for ANR FOM delivered supply for East Diamond storage injections.
 - The New York Mercantile Exchange, NYMEX Henry Hub last day settlement price for the applicable business month of flow.
- Incremental purchases, in excess of the first-of-month baseload purchase volumes, should be priced at the Gas Daily, Daily price survey midpoint index, flat, plus (+) a premium or

minus (-) a discount using the following indices associated with the KY service areas:

**Texas Gas Transmission, Zone 1,
Trunkline Gas , Zn 1A** for Trunkline,
Louisiana-Onshore South ANR, LA for ANR SE Headstation receipts,
Louisiana-Onshore South Henry Hub for ANR Fayetteville receipts and
Louisiana-Onshore South ANR, LA for East Diamond Storage injections.

- Bids shall include pricing for Atmos to sell FOM supply back to the asset manager at a price equal to the Gas Daily, Daily price survey midpoint index flat plus (+) a premium or minus (-) a discount using the following indices associated with the KY service areas:

**Texas Gas Transmission, Zone 1,
Trunkline Gas , Zn 1A** for Trunkline,
Louisiana-Onshore South ANR, LA for ANR SE Headstation receipts,
Louisiana-Onshore South Henry Hub for ANR Fayetteville receipts and
Louisiana-Onshore South ANR, LA for East Diamond Storage injections.

- All charges upstream of Atmos' pipeline contracts receipt points shall be the sole responsibility of the asset manager.
- Bids should specify whether fuel and other variables are included in or are in addition to the bid price. Additionally, where delivered services are provided, all charges upstream of the delivery points shall be the sole responsibility of the Asset manager unless specifically identified on the bid form.
- Intraday purchases will be at a mutually agreeable price and confirmed at the time of purchase. If the parties cannot agree on intraday pricing Atmos has the right to purchase intraday gas from other suppliers, and the Asset manager is responsible for scheduling the alternative supply.

Capacity Utilization Pricing

The asset manager will have the opportunity to optimize transportation and storage assets (as applicable), subject to the obligation to utilize these assets to supply Atmos' full system requirements. The value for asset optimization should be proposed in the form of a discount to index pricing and/or a fixed upfront or periodic payment/credit. Proposals should specifically identify any fixed payment as a Capacity Release/Capacity Utilization credit on the bid form, Attachment A. The value of capacity utilization should be based on all releasable capacity rights that Atmos holds on the associated pipeline, noting any exceptions herein described. The capacity utilization value will not be adjusted due to pipeline OFO's Force Majeure conditions or other general operating limitations. All bids should consider the potential for these operational limitations and adjust the capacity utilization value accordingly.

Bidders are highly encouraged to use the above preferred pricing in their proposal and the bid forms provided (Attachment A). Atmos may consider proposals having alternate index points and other forms of valuation for asset management activities.

8. Evaluation Criteria

The principal criteria on which proposals will be evaluated are as follows: 1) total delivered cost of gas supply over the term of the contract, 2) reliability of the supply, and 3) the financial viability of the respondent. Atmos has the right to consider any other factors that may be relevant to its gas supply needs.

9. Evaluation Duration

The proposal must be valid for fifteen (15) business-days after the submittal deadline.

10. Proprietary Data in Proposal

A proposal may include data which the respondent does not want disclosed to the public or used by Atmos for any purpose other than proposal evaluation. Reasonable care will be exercised so that proposal data is not disclosed or used without the respondent's permission, except to meet regulatory filing requirements. Such data filed for regulatory requests shall be filed as confidential information.

11. Rejections of Proposal

Atmos reserves the right to reject any or all proposals, and to re-solicit for proposals in the event that all proposals are rejected. Any proposal may be modified prior to the submittal deadline by written request of the bidder.

12. Submittal Instructions

Proposals must be received via U.S. Mail, Courier Service or hand delivered in a sealed envelope marked as indicated below, on or before Monday, April 13, 2015, **by 12:00 P.M. (noon) Central Time**. No proposal will be opened prior to the stated deadline. Any proposals received after the stated deadline will be returned unopened.

Proposals should be marked externally as **“Proposal for Natural Gas Supply and AMA (Atmos Kentucky-TGT)”** and mailed to:

Adam Hancock, CPA, CVA
Riney Hancock CPAs PSC
2900 Veach Road Suite #2
Owensboro, KY 42303

**ATTACHMENT A
Atmos Energy Corporation - Bid Form
Kentucky/Mid-States Division - TGT/Trunkline/ANR**

Bidding Company: _____ Contact Name : _____
 Contact Phone #: _____
 Contact Email: _____

Index Based Commodity Bid

			<u>Comments/other rates *</u>
Base Load Supply:			
Texas Gas Transmission	(IFERC TGT Zone 1+ NYMEX Close) / 2	(+) or (-) \$ _____ per dth	_____
Trunkline	(IFERC Trunkline, LA + NYMEX Close) / 2	(+) or (-) \$ _____ per dth	_____
ANR FOM via SE Headstation Receipts	(IFERC ANR, LA + NYMEX Close) / 2	(+) or (-) \$ _____ per dth	_____
ANR FOM via Fayetteville Receipts	(IFERC South LA Henry Hub + NYMEX Close)/2		
ANR Delivered Supply to East Diamond *	(IFERC ANR, LA + NYMEX Close) / 2	(+) or (-) \$ _____ per dth	_____
Sell Backs:			
Texas Gas Transmission	Gas Daily Daily TGT Zone 1	(+) or (-) \$ _____ per dth	_____
Trunkline	Gas Daily Daily Trunkline Zn 1A	(+) or (-) \$ _____ per dth	_____
ANR via SE Headstation Receipts	Gas Daily Daily Louisiana-Onshore South, ANR, LA	(+) or (-) \$ _____ per dth	_____
ANR via Fayetteville Receipts	Gas Daily Daily Louisiana-Onshore South, Henry Hub	(+) or (-) \$ _____ per dth	_____
ANR Delivered Supply to East Diamond	Gas Daily Daily Louisiana-Onshore South, ANR, LA	(+) or (-) \$ _____ per dth	_____
Incremental Supply:			
Texas Gas Transmission	Gas Daily Daily TGT Zone 1	(+) or (-) \$ _____ per dth	_____
Trunkline	Gas Daily Daily Trunkline Zn 1A	(+) or (-) \$ _____ per dth	_____
ANR via SE Headstation Receipts	Gas Daily Daily Louisiana-Onshore South, ANR, LA	(+) or (-) \$ _____ per dth	_____
ANR via Fayetteville Receipts	Gas Daily Daily Louisiana-Onshore South, Henry Hub	(+) or (-) \$ _____ per dth	_____
ANR Delivered Supply to East Diamond	Gas Daily Daily Louisiana-Onshore South, ANR, LA	(+) or (-) \$ _____ per dth	_____

*If there are any incremental demand charges or fuel, please note in comment section.

Proposal may offer value for capacity optimization in the form of a discount to index commodity bid.
 In lieu of, or in addition to, a commodity discount, proposal may include a fixed payment bid. The value of the fixed payment should be summarized below

Capacity Release/Utilization Value of Fixed Payment Bid

Value, over the 60-month term, to Atmos for Asset Manager's optimization of Assets (to be paid as a fixed monthly payment/credit): \$ _____ **
 **(Positive signifies payment/credit to Atmos, negative signifies a charge to Atmos)
 Total over 60-month term _____

Asset manager must be able to provide gas at primary receipt points when secondary points are curtailed.

Asset manager shall invoice gas to Atmos using the least cost supply first inclusive of variable transportation and fuel, acting in the best interest of Atmos at all times. Atmos may request documentation substantiating these costs and provide such documentation in response to regulatory requests. In bidding on this RFP, asset manager indicates understanding and acceptance of this requirement.

SCHEDULE (continued)

ATMOS ENERGY CORPORATION
ASSET PORTFOLIO - TGT PIPELINE CONTRACTS

Texas Gas Transmission

FT ^(b)	29759	10/31/2020	5 years	1 year	FT	16,500	Zone	Jan-Dec	Nov-Mar	April	May-Sept	Oct		
							2102 EasTrans-Champlin	1	4,595					
							2288 GR Southern-Mowata #2	SL	472					* Discount from Texas Gas' max FT demand rate
							2740 Superior-Pure	SL	122					
							2790 Henry Hub	SL	7,539					
							2601 Fina Oil-Anslem Coulee	SL	47					
							2463 Toce Oil	SL	135					
							2755 Texaco-Bay Junop	SL	450					
							9415 Egan Hub Storage	SL	2,516					
							9173 ANR-Calumet	SL	553					
							TOTAL		16,429					

FT ^(b)	31097	10/31/2020	5 years	1 year	FT	5,000	Zone	Nov-Mar	Apr-Oct	Nov-Mar	April	May-Sept	Oct	
							2102 EasTrans-Champlin	1	511					
							2288 GR Southern-Mowata #2	SL	52					* Discount from Texas Gas' max FT demand rate
							2740 Superior-Pure	SL	14					
							2790 Henry Hub	SL	4,217					
							2601 Fina Oil-Anslem Coulee	SL	5					
							2463 Toce Oil	SL	15					
							2755 Texaco-Bay Junop	SL	50					
							9415 Egan Hub Storage	SL	280					
							9173ANR-Calumet	SL	61					
							9173ANR-Eunice	SL	52					
							* 9045 Lebanon-REX	4	1,368					
							TOTAL		6,625					

* Nominations from Lebanon REX to Atmos' Zone 4 primary delivery point are considered by TGT to be firm out of path service. The asset manager will be responsible for ensuring delivery to the Atmos citygate if the nomination from Lebanon REX is cut.

FT ^(b)	34380	10/31/2020			FT	10,000	Zone	Jan-Dec	Jan-Dec	
							8107 TETCO-Evang.	SL	1,900	
							9829 Trunkline-Centerville	SL	1,900	
							2760 SLIGO	1	8,100	
									11,900	

FT**	32799	3/31/2018			FT	6,328	Zone	Jan-Dec	Jan-Dec	
							8124 Dyersburg	2	6,328	
									1247 Lebanon-Dominion Zn 4	6,328

Nominations outside this primary path are strictly prohibited. Flexible nominations within the path indicated are acceptable.

** Bidder shall assume that when this capacity expires 3/31/2018, it will be replaced with like capacity. Bidder must propose index based commodity bid on Bid Form Attachment A that is applicable for the full term of the AMA. Although it is Atmos' intent to replace with like capacity, bidder should place capacity utilization value on this capacity beyond the initial capacity term indicated above.

NOTE: In recognition of Texas Gas Transmission's Docket No. RP14-1083-000 at the Federal Energy Regulatory Commission, Atmos' receipt points on the FT and NNS contract are subject to change.

(b) Discount is available for deliveries to the Primary Delivery Points. On any day that deliveries are made to other points and/or in excess of the Daily Contract Demand and are not authorized overrun quantities, then the daily Demand Rate will be Texas Gas's maximum Zone SL-3 FT tariff rate (for k#29759 and k#34380) or Zn SL-4 FT tariff rate (for k#31097) for the applicable volumes delivered to other points or for those non-overrun quantities exceeding the Daily Contract Demand for that day. If asset manager forfeits discount by nominating to non-discounted delivery point, asset manager will be responsible for reimbursing Atmos for the discount forfeiture.

ATTACHMENT B

ATMOS ENERGY CORPORATION
ASSET PORTFOLIO - TRUNKLINE PIPELINE CONTRACTS

Trunkline Gas Company

Rate Schedule	Contract #	Termination	Notice	Service	MDQ Dth	Months	Rcpt Zn	Primary Receipt Pt	Del Zn	Primary Delivery Pt
FT ⁽⁶⁾	14573*	3/31/2017	6 months	Firm Transport	5,000	Nov-Mar	Fld WLA	81718 NGPL Lakeside	Z1B	82041 West Paducah-Atmos
		Evergreen			1,250	Apr-Oct	Fld WLA	81718 NGPL Lakeside	Z1B	82041 West Paducah-Atmos

secondary receipts: WLA, Z1A

*Bidder shall assume that when this capacity expires 3/31/2017, it will be replaced with like capacity. Bidder must propose index based commodity bid on Bid Form Attachment A that is applicable for the full term of the AMA. Although it is Atmos' intent to replace with like capacity, bidder should not place capacity utilization value on this capacity beyond the initial capacity term indicated above.

(c) A Discounted Reservation Rate shall apply only to the service and entitlement contract quantities and the receipt and delivery points provided.

The specified Primary or Secondary Points must be used to retain Discount Reservation Rate.

If asset manager forfeits discount by nominating outside of the discount path, asset manager will be responsible for reimbursing Atmos for the discount forfeiture.

ATTACHMENT B

ATMOS ENERGY CORPORATION
ASSET PORTFOLIO - ANR PIPELINE CONTRACTS

ANR Pipeline Company

Rate Schedule	Contract #	Termination	Notice	Service	MDQ	Dth	Zone	Primary Receipt Pts	Zone	Primary Delivery Pt	Comments
FTS-1	122803 *	3/31/2019		Firm Transport	6,000		ML-2	803184 Fayetteville Express	ML-3	201846 Stanley Interconnect	
							ML-1	103565 S E Headstation (Apr-Oct only)			

NOTE: Atmos intends to have the receipt points as listed. Asset manager needs to agree to year round gas at Fayetteville price in case SE Headstation isn't released.

Nominations outside the specified path are strictly prohibited. Flexible nominations within the path indicated are acceptable.

	Secondary Receipt Pts		Secondary Delivery Pts	
ML-2	153753 Rabbit Ridge	ML-2	153751 Rabbit Ridge	
		ML-2	201838 Beulah	Beulah pt is connected but inactive - subject to operational availability.
ML-3	48639 Slaughters/TGT	ML-3	6470 Slaughters/TGT	
ML-2	490940 Pine Prairie North	ML-2	490941 Pine Prairie North	only available if SE Head is released
ML-2	927982 Tiger Pipeline	ML-2	1292823 Bolivar	only available if SE Head is released

*Bidder shall assume that when this capacity expires 3/31/2019, it will be replaced with like capacity. Bidder must propose index based commodity bid on Bid Form Attachment A that is applicable for the full term of the AMA. Although it is Atmos' intent to replace with like capacity, bidder should not place capacity utilization value on this capacity beyond the initial capacity term indicated above. Primary or Secondary Points must be used to retain Discount Reservation Rate. If asset manager forfeits discount by nominating outside of the discount path, asset manager will be responsible for reimbursing Atmos for the discount forfeiture.

ATTACHMENT B

ATMOS ENERGY CORPORATION
ASSET PORTFOLIO - BEHIND CITY GATE STORAGE

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
Company-Owned Storage				
St. Charles	Madisonville	Hopkins County, KY	2,685,196	29,400
Bon Harbor	Owensboro	Daviess County, KY	778,600	15,300
Hickory	Owensboro	Daviess County, KY	451,600	14,000
Grandview	Owensboro	Daviess County, KY	305,400	3,800
Kirkwood	Madisonville	Hopkins County, KY	221,900	7,200
Atmos Kentucky Company Owned Total			4,442,696	69,700
Contract Storage				
East Diamond (see ratchet information below)		Hopkins County, KY	1,750,000	20,000
Ratchets for Bon Harbor				
		Ratchet Level	MSQ	
			778,600	Note 1
			MDIQ	
Maximum Daily Injection Quantity			12,000	
			MDWQ	
Maximum Daily Withdrawal Quantity		If Balance is 0.58 Bcf to 0.7786 Bcf (75% - 100%)	13,200	
		If Balance is 0.39 Bcf to 0.58 Bcf (50% - 75%)	11,200	Note 2
		If Balance is 0.19 Bcf to 0.39 Bcf (25% - 50%)	9,100	
		If Balance is 0.19 Bcf or less (< 25%)	7,000	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.				
Ratchets for Grandview				
		Ratchet Level	MSQ	
			305,400	Note 1
			MDIQ	
Maximum Daily Injection Quantity			3,600	
			MDWQ	
Maximum Daily Withdrawal Quantity		If Balance is 0.23 Bcf to 0.3054 Bcf (75% - 100%)	2,900	
		If Balance is 0.15 Bcf to 0.23 Bcf (50% - 75%)	1,900	Note 2
		If Balance is 0.08 Bcf to 0.15 Bcf (25% - 50%)	1,000	
		If Balance is 0.08 Bcf or less (< 25%)	400	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.				
Ratchets for Hickory				
		Ratchet Level	MSQ	
			451,600	Note 1
			MDIQ	
Maximum Daily Injection Quantity			15,000	
			MDWQ	
Maximum Daily Withdrawal Quantity		If Balance is 0.34 Bcf to 0.4516 Bcf (75% - 100%)	11,000	
		If Balance is 0.23 Bcf to 0.34 Bcf (50% - 75%)	8,000	Note 2
		If Balance is 0.11 Bcf to 0.23 Bcf (25% - 50%)	5,000	
		If Balance is 0.11 Bcf or less (< 25%)	2,000	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.				
Ratchets for Kirkwood				
		Ratchet Level	MSQ	
			221,900	Note 1
			MDIQ	
Maximum Daily Injection Quantity			5,000	
			MDWQ	
Maximum Daily Withdrawal Quantity		If Balance is 0.17 Bcf to 0.2219 Bcf (75% - 100%)	5,700	
		If Balance is 0.11 Bcf to 0.17 Bcf (50% - 75%)	4,100	Note 2
		If Balance is 0.06 Bcf to 0.11 Bcf (25% - 50%)	2,600	
		If Balance is 0.06 Bcf or less (< 25%)	1,000	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.				
Ratchets for St. Charles				
		Ratchet Level	MSQ	
			2,685,196	Note 1
			MDIQ	
Maximum Daily Injection Quantity			18,000	
			MDWQ	
Maximum Daily Withdrawal Quantity		If Balance is 2.01 Bcf to 2.6852 Bcf (75% - 100%)	23,300	
		If Balance is 1.34 Bcf to 2.01 Bcf (50% - 75%)	17,200	Note 2
		If Balance is 0.67 Bcf to 1.34 Bcf (25% - 50%)	11,100	
		If Balance is 0.67 Bcf or less (< 25%)	5,000	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.				
Ratchets for Contract Storage East Diamond				
		Ratchet Level	MSQ	
			1,750,000	Note 1
			MDIQ	
Maximum Daily Injection Quantity		If Balance is 0.44 Bcf or less (< 25%)	20,000	
		If Balance is 0.44 Bcf to 0.88 Bcf (25% - 50%)	15,000	
		If Balance is 0.88 Bcf to 1.75 Bcf (50% - 100%)	10,000	
			MDWQ	Note 2
Maximum Daily Withdrawal Quantity		If Balance is 1.75 Bcf to 0.88 Bcf (100% - 50%)	20,000	
		If Balance is 0.88 Bcf to 0.44 Bcf (50% - 25%)	15,000	
		If Balance is 0.44 Bcf or less (< 25%)	7,500	
Note 1: Storage capacity is stated in MCF Note 2: The storage withdrawal ratchet schedule is provided for informational purposes only and in no way represents contractual withdrawal rights. Withdrawal quantities are approximate. Additional withdrawals may be possible, and minimum withdrawal quantities are not guaranteed.				

Attachment C

Atmos Energy Corporation
 Kentucky Gas Supply Seasonal Plan
 Summer 2016
 All Volumes MMBTU

Texas Gas Area	30		31		30		31		31		30		31		214 Total Monthly
	Apr-16 Monthly	Daily	May-16 Monthly	Daily	Jun-16 Monthly	Daily	Jul-16 Monthly	Daily	Aug-16 Monthly	Daily	Sep-16 Monthly	Daily	Oct-16 Monthly	Daily	
Planned Req.															
Zone 2 *															
Texas Gas Req	160,066		73,620		20,596		45,968		46,044		61,376		110,919		518,589
Trunkline Req	30,000		31,000		30,000		31,000		31,000		30,000		31,000		214,000
Total Req	190,066	6,336	104,620	3,375	50,596	1,687	76,968	2,483	77,044	2,485	91,376	3,046	141,919	4,578	732,589
Zone 3															
Texas Gas Req	754,078		402,991		296,249		278,422		293,767		358,307		591,317		2,975,130
ANR Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midwest Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Req	754,078	25,136	402,991	13,000	296,249	9,875	278,422	8,981	293,767	9,476	358,307	11,944	591,317	19,075	2,975,130
Zone 4															
Texas Gas Req	67,673		34,781		21,836		20,304		20,759		26,110		46,730		238,193
TOTAL REQUIREMENTS	1,011,817	33,727	542,393	17,497	368,681	12,289	375,694	12,119	391,569	12,631	475,792	15,860	779,966	25,160	3,945,912
Estimated NNS Storage Injections Zones 2, 3 and 4	497,908		497,908		497,908		497,908		497,908		497,908		497,908		3,485,355
Owensboro Storage Group Injections via TGT (Grandview, Hickory)	80,647	2,688	80,647	2,602	80,647	2,688	80,647	2,602	80,647	2,602	80,647	2,688	80,647	2,602	564,527
Owensboro Storage Group Injections via ANR (Bon Harbor) SE to ML-3	102,608	3,420	102,608	3,310	102,608	3,420	102,608	3,310	102,608	3,310	102,608	3,420	102,608	3,310	718,259
Madisonville Storage Group Injections via TGT (Kirkwood, St Charles)	291,088	9,703	291,088	9,390	291,088	9,703	291,088	9,390	291,088	9,390	291,088	9,703	291,088	9,390	2,037,618
East Diamond Storage Injection via ANR Fayetteville FTS-1 ML-2 to ML-2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
East Diamond Storage Injection via ANR FTS-1 SE to ML-2	77,392	2,580	83,392	2,690	77,392	2,580	83,392	2,690	83,392	2,690	77,392	2,580	83,392	2,690	565,742
East Diamond Storage Injections (ANR Delivered) SE to ML-2	96,858	3,229	90,858	2,931	96,858	3,229	90,858	2,931	90,858	2,931	96,858	3,229	90,858	2,931	654,009
Total Storage Injections	1,146,501	38,217	1,146,501	36,984	1,146,501	38,217	1,146,501	36,984	1,146,501	36,984	1,146,501	38,217	1,146,501	36,984	8,025,508
Texas Gas Purchase Zone 2	331,709	11,057	245,263	7,912	192,238	6,408	217,611	7,020	217,687	7,022	233,018	7,767	282,562	9,115	1,720,089
Texas Gas Purchase Zone 3	1,403,716	46,791	1,052,629	33,956	945,887	31,530	928,060	29,937	943,404	30,432	1,007,945	33,598	1,240,954	40,031	7,522,595
Texas Gas Purchase Zone 4	116,035	3,868	83,143	2,682	70,198	2,340	68,666	2,215	69,121	2,230	74,472	2,482	95,092	3,067	576,728
Total Texas Gas Purchases	1,851,460	61,715	1,381,036	44,550	1,208,324	40,277	1,214,337	39,172	1,230,212	39,684	1,315,435	43,848	1,618,608	52,213	9,819,412
Total Trunkline Purchases	30,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	214,000
Total ANR Purchases	276,858	5,808	276,858	5,621	276,858	5,808	276,858	5,621	276,858	5,621	276,858	5,808	276,858	5,621	1,219,750
Total Purchases	2,158,318	68,524	1,688,894	51,171	1,515,182	50,506	1,522,195	49,103	1,538,070	49,615	1,622,294	54,076	1,926,467	62,144	11,971,420

Note 1: Purchases include planned storage injection quantities
 * The Zone 2 summer requirements can be provided operationally all on Texas Gas Zn 2 deliveries.

Behind gate storage injections - Zone 3	648,593	21,620	648,593	20,922	648,593	21,620	648,593	20,922	648,593	20,922	648,593	21,620	648,593	20,922	4,540,153
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Attachment C

Atmos Energy Corporation
 Kentucky Gas Supply Seasonal Plan
 Winter 2015-2016
 All Volumes MMBTU

Texas Gas Area	30		31		31		29		31		152 Total Monthly
	Monthly	Daily									
Zone 2 - Requirements	325,343		591,963		679,891		535,572		384,508		2,517,276
Texas Gas Purchase	131,843	4,395	247,463	7,983	281,991	9,096	185,222	6,387	106,758	3,444	953,276
Texas Gas - NNS Storage Withdrawals	133,500		267,000		320,400		280,350		200,250		1,201,500
Trunkline Purchase	60,000	2,000	77,500	2,500	77,500	2,500	70,000	2,414	77,500	2,500	362,500
Total	325,343		591,963		679,891		535,572		384,508		2,517,276
Zone 3 - Requirements	1,194,153		2,096,280		2,453,586		1,916,426		1,403,978		9,064,423
Texas Gas Purchase	662,389	22,080	696,140	22,456	741,142	23,908	271,332	9,356	93,516	3,017	2,464,519
Texas Gas - NNS Storage Withdrawals	213,000		426,000		511,200		447,300		319,500		1,917,000
Owensboro Storage Group Withdrawals *	110,179		267,578		330,538		323,398		251,092		1,282,785
Madisonville Storage Group Withdrawals *	208,584		506,561		570,706		364,396		387,370		2,037,618
East Diamond Storage Withdrawals SCULPTED **	0	0	200,000		300,000		510,000		352,500		1,362,500
ANR Pipeline PEAKING (6k/d) Fayetteville	0	0	0	0	0	0	0	0	0	0	0
Midwestern	0	0	0	0	0	0	0	0	0	0	0
Total	1,194,153		2,096,280		2,453,586		1,916,426		1,403,978		9,064,423
Zone 4 - Requirements	113,399		203,147	6,553	244,596	7,890	187,295	6,458	144,196	4,651	892,633
Texas Gas Purchase	75,784	2,526	127,917	4,126	154,320	4,978	108,303	3,735	87,774	2,831	554,098
Texas Gas - NNS Storage Withdrawals	37,615		75,230		90,276		78,992		56,423		338,535
Total	113,399		203,147		244,596		187,295		144,196		892,633
Total Requirements	1,632,895		2,891,390		3,378,073		2,639,292		1,932,682		12,474,332
Total NNS and Storage	702,878		1,742,370		2,123,120		2,004,435		1,567,135		8,139,938
Total Texas Gas Purchase	870,016	29,001	1,071,520	34,565	1,177,453	37,982	564,857	19,478	288,047	9,292	3,971,893
Total Trunkline Purchase	60,000	2,000	77,500	2,500	77,500	2,500	70,000	2,414	77,500	2,500	362,500
Total ANR Purchase	0	0	0	0	0	0	0	0	0	0	0
Total Midwest Purchase	0	0	0	0	0	0	0	0	0	0	0
Total Purchases	930,016	31,001	1,149,020	37,065	1,254,953	40,482	634,857	21,892	365,547	11,792	4,334,393

* For company owned and East Diamond storage, intention is to stick to monthly plan withdrawals, but do not anticipate rateable withdrawals throughout the month.

** East Diamond Sculpted Withdrawals - Dec 2014 20k for 10 days

Jan 2015 20k for 15 day

Feb 2015 20k for 15 day and 15k for 14 days

Mar 2015 15k for 16 day and 7500 for 15 days

The above storage plan is for general planning purposes only - actual daily withdrawals will be sculpted throughout the month, including weekends.

Note 1: Purchases reflect total requirements less anticipated winter storage withdrawal.

Attachment D

General Items for Kentucky Service Area

- ◆ Certain assets may be unused after asset manager has supplied Atmos' full gas supply requirements, asset manager is willing to assume the obligations and risks that may lead to financial loss which accompany the potential for financial gain in connection with the value optimization of such otherwise unused assets.
- ◆ Asset manager acknowledges that it is paramount in its role as asset manager, that it would not impair or adversely affect, under any circumstances the reliability of Atmos' system or service to its customers through any action or inaction.
- ◆ Asset manager shall invoice gas to Atmos using the least cost supply first, acting in the best interest of Atmos. Atmos may request documentation substantiating these costs and provide such documentation in response to regulatory requests. Bidding on this RFP indicates understanding and acceptance of this requirement.
- ◆ **Asset manager's rights to storage and associated transportation are secondary to Atmos' rights.**
- ◆ "Regulatory Out" language must be included in the agreement addressing the potential of regulations which may render the agreement illegal or unenforceable or materially adversely affecting the ability of Atmos or the asset manager to perform this agreement. For either Party:
 1. a court or governmental agency with jurisdiction (including without limitation the Kentucky Public Service Commission or the Federal Energy Regulatory Commission) reverses, withdraws or otherwise modifies, with a result unacceptable to such party in its sole discretion, any applicable law, regulation order, ruling, opinion or other determination believed to be necessary to proceeding with the transactions contemplated under the Agreement;
 2. such change causes the impacted Party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according the terms of the agreement would be in violation of any applicable law, regulation, order, ruling or opinion, and
 3. the Parties are unable, after good faith negotiations, to renegotiate the Agreement to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit.

For the asset manager: if a court or governmental agency with jurisdiction determines that the asset manager is subject to the jurisdiction of the Kentucky Public Service Commission as a result of the execution, delivery or performance of any Agreement.
- ◆ The selected asset manager is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, or tariff provision of any

Federal, State or local governing entities including asset manager's election to deviate from Atmos' planned flowing and storage gas injections and/or withdrawal requirements. In addition, the asset manager shall bear sole financial responsibility, and shall pay to the applicable pipeline company (or reimburse Atmos if required to pay) any imbalance or overrun penalty, cost, charge, or cash-out cost (collectively referred to in this Agreement as an "Imbalance Charge") assessed as a result of an over-delivery or under-delivery of gas. Failure to do so could result in the cancellation or termination of any contract entered into as a result of the award at Atmos' sole discretion. Furthermore, should Atmos elect to terminate the agreement, the asset manager will be responsible for any and all costs, including any price differentials and reasonable legal fees associated with Atmos replicating the contracted service with a replacement counterparty. All penalties imposed by any pipeline under this agreement due to the actions (or inaction) of the asset manager will be the responsibility of the asset manager.

- ◆ The asset manager will also be required to provide routine and timely documentation of all transactions, utilizing Atmos' assets including but not limited to, contracts, volumes, rates, offers made, offers rejected. The asset manager shall maintain documents and records of all transactions that utilize Atmos' gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by Atmos and any applicable regulatory authority having jurisdiction. Asset manager shall comply with all applicable federal and state laws, regulations and orders of regulatory authorities having jurisdiction in connection with its performance of its obligations under the agreement, the use and management of the managed assets and the supply of commodity to Atmos.
- ◆ For asset management, actual requirements, during each month, will result in variances from the initial Plan storage estimates. Asset manager will track and report Atmos' "paper" storage inventory balances and the physical storage inventory balances during the Term in order to administer injections and withdrawals made on paper for billing purposes and the physical injections and withdrawals made by the asset manager. The "paper" inventory injections and withdrawals will be calculated each day based on the difference between the quantities scheduled and confirmed by the asset manager (purchased by Atmos Energy) on that day and the quantity metered at the City Gate excluding third party transportation quantities. Asset manager and Atmos Energy will have weekly progress communications to review such quantities and inventory levels. During each month, Atmos will review the variance in the estimated storage levels resulting from actual requirements and the gas purchased, per the Gas Purchase Plan, for the current month. This evaluation may result in a change to the planned purchases for the subsequent months. Atmos will advise the asset manager of changes, if any, to the planned purchases for the upcoming month not later than five (5) business days prior to the beginning of the next flow month.
- ◆ For operational purposes, the Physical and Plan Storage inventory levels must be at the appropriate levels at the beginning of each winter season to ensure reliability of supply.

Attachment E

SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

Dated _____, 20____
By and between

_____ and
Atmos Energy Corporation

If any term of these Special Provisions conflicts with any term of the Base Contract, these Special Provisions shall govern. Any definition used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning herein.

Any reference herein to "General Terms and Conditions" shall mean the document attached to and forming part of the Base Contract entitled "General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas" and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

SECTION 1. PURPOSE AND PROCEDURES

The second and third sentences of Section 1.2 are deleted and replaced with the following:

A binding agreement for the purchase and sale of natural gas shall be formed and effectuated between the parties upon the parties' agreement on Contract Price, Contract Quantity, Delivery Period and Delivery Point(s) ("Minimum Contract Terms"). Such binding agreement may be made by an oral offer (whether by telephone, in-person or otherwise) and by oral acceptance (whether by telephone, in-person or otherwise).

The following shall be added as the last sentences of Section 1.2:

In the absence of a written Transaction Confirmation that the parties have signed or are deemed to have accepted, any evidence may be used to establish the terms of a transaction, including, without limitation, any recording of a conversation, oral testimony, data in a computer system, trade tickets, instant message, and written notes. **THE PARTIES HEREBY WAIVE ALL PROVISIONS OF ANY APPLICABLE STATUTE OF FRAUDS WITH RESPECT TO ANY TRANSACTIONS SUBJECT TO THIS CONTRACT; PROVIDED HOWEVER, AMENDMENTS TO THE CONTRACT MUST BE IN WRITING AND SIGNED BY THE PARTIES.** The parties agree not to contest or assert a defense to the validity or enforceability of transactions entered into orally under laws relating to whether certain agreements are to be in writing or signed by the party to be thereby bound.

SECTION 2. DEFINITIONS

Delete the existing Section 2.8 and substitute the following:

2.8. "Confirming Party" shall mean the party as designated below to prepare and forward Transaction Confirmations to the other party.

Confirming Party shall be Party B with respect to any transactions between Party A and Party B's Mid-Tex Division, which is limited to Gas purchases in Texas and includes all purchases into Atmos Pipeline Texas.

Confirming Party shall be Party A with respect to any transactions between Party A and any Division of Party B other than its Mid-Tex Division.

Delete the existing definition in Section 2.13 and substitute the following:

2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a performance bond, guaranty, accelerated payment or other mutually acceptable form of security.

Attachment E

Delete the existing Section 2.31 and substitute the following:

2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the index agreed to by the parties for the relevant Day or if the listed index is not based on Gas Daily, then the Gas Daily index that is closest in proximity and commercially reasonable as compared to the index agreed to by the parties; provided, if there is no single price published for said index for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low price. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

Delete the existing Section 2.32 and substitute the following:

2.32. "Transaction Confirmation" shall mean a writing similar to the form of Exhibit A setting forth, at minimum, the Contract Price, Contract Quantity, Delivery Period and Delivery Point(s).

SECTION 3. PERFORMANCE OBLIGATION

The following new Section 3.5 is added:

3.5. Notwithstanding anything in this Contract to the contrary, in the event: (i) a transaction has a Firm obligation; (ii) as a result from an event of Force Majeure Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Contract Quantity for such transaction; (iii) the Delivery Period for such transaction is at least one month; and (iv) the Contract Price is a Fixed Price (as defined below), then

- a. If the FOM Price (as defined below) is above the Fixed Price, Seller will pay Buyer, for each MMBtu of Gas not delivered and/or received, the difference between the FOM Price and the Fixed Price.
- b. If the FOM Price is below the Fixed Price, Buyer will pay Seller, for each MMBtu of Gas not delivered and/or received, the difference between the Fixed Price and the FOM Price.

For purposes of this Section 3.5, the "Fixed Price" means the Contract Price for a transaction that is expressed as a set amount. Fixed Price includes prices that were converted from an index-based price or a NYMEX basis to a set amount upon the agreement of the parties.

For purposes of this Section 3.5, the "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month of delivery as published in the Inside FERC Gas Market Report (or other mutually agreed to publication) for the specific index agreed to by the parties.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

Section 8.3 is supplemented by inserting the following as the last two sentences of that section:

Each party shall indemnify, defend and hold harmless the other party against any taxes for which such party is responsible under Section 6. Neither party shall be obligated to indemnify, defend, or hold the other party harmless to the extent any liability, suit, action, damage, loss or expense arises out of or in connection with any intentional act, negligent act or negligent failure to act on the part of the other party, its officers, agents, or employees.

SECTION 10. FINANCIAL RESPONSIBILITY

Delete the existing Section 10.1 and substitute the following in lieu thereof:

10.1. If either party ("X") has reasonable grounds for insecurity regarding the occurrence of a material change in the creditworthiness of the other party ("Y"), then X may demand "Adequate Assurance of Performance". Adequate Assurance of Performance shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including an accelerated payment, a standby irrevocable letter of credit (in form and substance and from a commercial U.S. Bank, or U.S. branch of a foreign Bank, acceptable to X in its reasonable discretion), a prepayment, or performance bond or guaranty by an entity that is acceptable to X in its reasonable discretion. The "occurrence of

Attachment E

a material change in the creditworthiness of Y" shall mean that Y does not have a Credit Rating or such Credit Rating is less than investment grade. "Credit Rating" means, with respect to Y on any date of determination, the respective rating then assigned to its unsecured and unsubordinated long-term debt by Standard & Poor's Ratings Group, a division of The McGraw-Hill, Inc. ("S&P") and/or Moody's Investors Service, Inc. ("Moody's"). If such ratings are assigned by both S&P and Moody's, then its Credit Rating will be the higher of such ratings.

Delete existing (vii) in Section 10.2 and substitute the following in lieu thereof:

"(vii) fail to give Adequate Assurance of Performance under Section 10.1 within five (5) Business Days of a written request by the other party;"

The following sentence is added immediately following the last sentence of Section 10.2:

"If Seller suspends deliveries pursuant to the preceding sentence, then Buyer's obligation to purchase such suspended deliveries will be extinguished."

The following sentence shall be inserted at the end of Section 10.3.1 Early Termination Damages Apply:

In addition to all other amounts calculated hereunder, the Defaulting Party shall reimburse the Non-Defaulting Party for reasonable expenses incurred by the Non-Defaulting Party in terminating and liquidating the Terminated Transactions and any related hedges, such as brokerage fees, commissions and other transactional costs, as well as attorneys' fees and expenses incurred by the Non-Defaulting Party during the occurrence and continuation of an Event of Default in connection with the enforcement or the preservation of its rights under this Contract.

SECTION 11. FORCE MAJEURE

Section 11.2(ii) is deleted and the following is substituted in lieu thereof:

"(ii) abnormal weather-related events affecting an entire geographic region, such as extremely low temperatures which cause freezing or failures of wells or lines of pipe;"

Section 11.2(iii) is modified by inserting after "Transporters" and before the ";" the following:

"as a result of force majeure"

SECTION 12. TERM

Section 12 shall be modified to delete the second sentence of this section and replace it with the following:

The rights of either party pursuant to: (i) Section 7.6, (ii) Section 10, (iii) Section 13, (iv) Section 15.10, (v) the obligations to make payment hereunder, and (vi) the obligation of either party to indemnify the other pursuant hereto, and Section 15.14 shall survive the termination of this Base Contract or any transaction.

SECTION 15. MISCELLANEOUS

The following amendments shall be made to Section 15.10.

(i) Beginning on the second line, delete the parenthetical and replace it with the following: "(other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential)".

(ii) Add after "published index" in (v) of this section: "provided, however, that such information does not include the identity of the other party to a Transaction."

(iii) Add the following new sentence to the end of the first paragraph of Section 15.10 after the word "transaction". "With respect to any financial statements provided in connection with the Contract, this obligation shall survive for a period of three (3) years following the date such financial statements were provided to a party."

Attachment E

(iv) The last paragraph of Section 15.10 shall be deleted and the following substituted in lieu thereof:

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, without obligation to notify the other party prior to disclosure.

The following new Sections 15.13, 15.14 and 15.15 are added:

15.13. This Contract shall be considered for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

15.14. This Section 15.14 applies solely to transactions between Seller and Buyer's Mid-Tex Division. Seller acknowledges its understanding that Buyer's Mid-Tex Division will utilize an intrastate pipeline (i.e. Atmos Pipeline Texas) to transport the Gas after delivery by Seller. Therefore, Seller represents that any such Gas Buyer's Mid-Tex Division utilizes on an intrastate pipeline that is sold and delivered pursuant to this Contract will be transported, prior to delivery to Buyer's Mid-Tex Division, in a manner that would not subject Buyer's Mid-Tex Division's transporter or Buyer's Mid-Tex Division's transporter's facilities to regulation under the Natural Gas Act of 1938 (NGA). If, at any time during the term of this Contract, any act is performed or fails to be performed, that results or will result in Buyer's Mid-Tex Division's transporter or Buyer's Mid-Tex Division's transporter's facilities becoming subject to regulation under the NGA due to transportation of Gas sold and delivered pursuant to this Contract, all deliveries of such Gas will be immediately terminated, and this Contract will be deemed of its own terms to have terminated on the Day before the date of such occurrence; provided, however, such termination will never be construed to impair any rights of the aggrieved party with regard to such breach of contract.

15.15. This Section 15.15 applies solely to transactions between Seller and Buyer's Mid-Tex Division. Notwithstanding the price set forth in the applicable Transaction Confirmation, for any Supply Type designated in a Transaction Confirmation as term or baseload, Buyer's Mid-Tex Division has the ongoing ability to convert the price payable hereunder to a fixed price ("Final Fixed Price") for all or any portion of the Gas covered by this Agreement in any or all Months during the Period of Delivery; provided that Buyer's Mid-Tex Division and Seller mutually agree on the Final Fixed Price before 12:00 noon central time prior to the close of the New York Mercantile Exchange ("NYMEX") natural gas futures market with respect to the Month(s) during which such Final Fixed Price will be applicable.

For the purposes of this Section, the Final Fixed Price will consist of three components:

- (i) the per MMBtu discount or premium set forth in the applicable Transaction Confirmation;
- (ii) the locational basis differential between Henry Hub and the relevant locational index agreed upon by the Parties (the "Basis Adjustor"); and
- (iii) the applicable NYMEX price.

If the Parties agree to fix the price payable hereunder under the terms of this Section 15.15, the Parties may mutually agree on a Final Fixed Price that is inclusive of all three components without specifically delineating each component.

The Parties may agree to fix the Basis Adjustor and the NYMEX price at the same time, or at different times; however, if Buyer's Mid-Tex Division and Seller negotiate a Basis Adjustor to apply during any particular Month(s), but Buyer's Mid-Tex Division does not at the same time elect to set the NYMEX price for such Month(s), and thereafter Buyer's Mid-Tex Division and Seller do not agree to a NYMEX price with respect to such Month(s) before 11:30 a.m. central time prior to the close of the NYMEX natural gas futures market with respect to such Month(s), then Buyer's Mid-Tex Division and Seller will be deemed to have agreed to a Final Fixed Price equal to the NYMEX Last Day settlement price for such Month(s) adjusted for the Basis Adjustor and adjusted for the stated discount set forth above.

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED, OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

ATMOS ENERGY CORPORATION

By: _____

By: _____

Title: _____

Title: VP, Gas Supply & Services

**Attachment F
Atmos Energy Corporation
Gas Control Nomination Sheet**

**ANR
NOMINATED VOLUMES**

TO:
gcontrol@atmosenergy.com
phone number (800)-533-4781

DATE/TIME [REDACTED]

FROM:
Company Name
Fax #:
Name
Email Address: desk (123) 456-7890
cell (123) 456-7890
home (123) 456-7890

REVISSED (INTRADAY)	IF REVISED INPUT TIME									
UPDATED (TIMELY)	YES OR NO									
Storage Injections				Day of the Week						
ANR Location	Meter Name	Max	Meter	Date						
Rabbit Ridge - 521660	East Diamond	up to 20k	153751	-	-	-	-	-	-	-
Stanley - 521976	Bon Harbor	up to 6k*	201846							
TOTAL DELIVERIES FROM ANR FOR SUMMER INJECTIONS				-	-	-	-	-	-	-

System Supply

ANR Location	Meter Name			Date						
Stanley - 521976		up to 6k*	201846	-	-	-	-	-	-	-

SAMPLE ONLY

Texas Gas
 NOMINATED VOL'S

TO:
 gcontrol@atmosenergy.com
 phone number (800)-533-4781

FROM: _____
 Company Name _____
 Fax #: _____ desk #: _____
 Name _____ cell #: _____
 Email Address: _____ after hours name & #: _____

DATE/TIME STAMP

REVISED (INTRADAY) UPDATED (TIMELY)	IF REVISED INPUT TIME YES OR NO								
		Day of the Week							
ZONE 2		MDQ	Date						
K# _____ (SYSTEM SUPPLY)	SCHEDULED								
TOTAL OTHER CONTRACTS	SCHEDULED								
TOTAL Z2 SYSTEM SUPPLY									
TOTAL Z2 AMA CAPACITY RELEASE UTILIZATION – ATMOS CONTRACTS									
NNS INJECTION	SWING RIGHTS								
NNS WITHDRAWAL	SWING RIGHTS								
Unused MDQ									
ZONE 3		MDQ	Date						
K# _____ (SYSTEM SUPPLY)	SCHEDULED								
K# _____ (SYSTEM SUPPLY)	SCHEDULED								
K# _____ (SYSTEM SUPPLY)	SCHEDULED								
TOTAL OTHER CONTRACTS	SCHEDULED								
TOTAL Z3 SYSTEM SUPPLY									
K# _____ (CAPACITY UTILIZATION)	SCHEDULED								
K# _____ (CAPACITY UTILIZATION)	SCHEDULED								
K# _____ (CAPACITY UTILIZATION)	SCHEDULED								
TOTAL Z3 AMA CAPACITY RELEASE UTILIZATION – ATMOS CONTRACTS									
NNS INJECTION	SWING RIGHTS								
NNS WITHDRAWAL	SWING RIGHTS								
Unused MDQ									
ZONE 4		MDQ	Date						
K# _____ (SYSTEM SUPPLY) #1981	SCHEDULED								
K# _____ (SYSTEM SUPPLY)	SCHEDULED								
TOTAL OTHER CONTRACTS	SCHEDULED								
TOTAL Z4 SYSTEM SUPPLY									
K# _____ (CAPACITY UTILIZATION)	SCHEDULED								
K# _____ (CAPACITY UTILIZATION)	SCHEDULED								
TOTAL Z4 AMA CAPACITY RELEASE UTILIZATION – ATMOS CONTRACTS									
NNS INJECTION	SWING RIGHTS								
NNS WITHDRAWAL	SWING RIGHTS								
Unused MDQ									
TOTAL SYSTEM SUPPLY Z2+Z3+Z4		SCHEDULED							

Public

DR-08

DR 8-3P, KY TGP RFP 2012-2014 PUBLIC

September 19, 2011

RE: Request for Proposal
Asset Manager & Gas Supply Requirements

Atmos Energy Corporation is seeking proposals for firm gas commodity requirements and management of the transportation/storage contracts serving our Tennessee Gas Pipeline (TGP) Kentucky area. Attached are proposal guidelines and exhibits with supply requirements, receipt point capacity and estimated usage.

Proposals should be sent to Riney Hancock, CPAs (on behalf of Atmos) and must be received by 4:00 P.M CT on Monday, October 17, 2011. Atmos will evaluate the proposals received, and all respondents to this RFP will be notified whether or not they are selected as the Asset Manager.

We look forward to receiving your proposal.

Sincerely,

Kim Griffith

Kim Griffith
Gas Supply Representative

**ATMOS ENERGY CORPORATION
GAS SUPPLY REQUEST FOR PROPOSAL (“RFP”)
FOR NATURAL GAS SUPPLY AND ASSET MANAGEMENT
KENTUCKY SERVICE AREA- TENNESSEE GAS PIPELINE
September 19, 2011**

1 RFP Overview

Atmos Energy Corporation (“Atmos”) is seeking proposals from qualified suppliers to provide firm natural gas commodity requirements and asset management of transportation and storage contracts for its Kentucky service area served by Tennessee Gas Pipeline (TGP). Proposals may be submitted on the attached Bid Form (see Attachment A). The term of the agreement will commence on April 1, 2012 and continue twenty-four months through March 31, 2014.

**ALL PROPOSALS MUST BE PREPARED IN ACCORDANCE WITH RFP
REQUIREMENTS AND MUST BE RECEIVED IN WRITTEN FORM
ON OR BEFORE MONDAY, OCTOBER 17, 2011, BY 4:00 PM CT.**

2 RFP Communication

Atmos has transitioned to only electronic RFP notifications. Potential bidders should register to view and receive electronic notification of Atmos’ RFPs through the Atmos Energy website at <https://www.atmosenergy.com/cs/gassupply/> and click on “Register.”

Any requests for additional information not contained in this RFP are required in writing. Requests should be submitted via the Atmos RFP website. Responses to reasonable requests will be available for viewing by all registered parties via the Atmos RFP website. The identity of the party requesting additional information will be kept confidential. In order to submit a question, please click on the “Questions and Answers for this Activity” tab and type in your question. Questions should be submitted no later than October 10, 2011. Responses will be posted as soon as possible on the Atmos RFP website, but no later than Wednesday, October 12, 2011.

3 Background

Kentucky Service Area – TGP

Atmos’ Kentucky weather normalized annual purchase requirements on TGP are approximately 2.6 Bcf for system supply. More detailed projected purchase volumes are provided in Attachment B Kentucky TGP Winter and Summer Plans to assist in proposal preparation. The projected purchase volumes are informational only and may or may not be indicative of future requirements. Atmos’ Kentucky annual thru-put on TGP is approximately 4 Bcf, of which 36% is attributable to third party transportation customers.

Assets Provided by Atmos to Asset Manager

Atmos' TGP Kentucky service area currently has four FT-G small customer firm transportation contracts, one FT-GS small customer firm transportation contract, as well as two FS-MA and one FS-PA firm storage contracts. Please see the description of the contracts provided in Attachment C, Pipeline Contract Summary TGP. These contracts have a termination date of October 31, 2012. Effective November 1, 2012, Atmos will have one FT-G small customer firm transportation contract, one FT-A firm transportation contract, as well as one FS-MA and one FS-PA firm storage contract. Please see the description of the new contracts provided in Attachment C, Pipeline Contract Summary TGP. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity to the Asset Manager subject to the Asset Manager's obligation to provide full requirements to Atmos' distribution systems as operations dictate. Demand charges associated with the zero rate capacity releases will be billed directly to Atmos by the pipeline. The Asset Manager will bill Atmos all transportation commodity charges associated with providing deliveries to Atmos' city gates for Atmos' requirements.

Balancing TGP

The difference between Atmos' TGP FOM baseload purchases plus incremental quantities and the Company's actual usage will be balanced by the Asset Manager on paper utilizing the TGP FS storage contracts. Regardless of how an Asset Manager physically balances, the FS contracts take the swing on Atmos' paper balance. The transportation customers are kept whole to their nominations and balance on Atmos' storage. The Asset Manager shall track and report the paper and physical storage inventory balances as further described in Attachment D, General Items for Kentucky.

4 Form of Agreement

The agreement will be on the standard 2002 form of Base Contract for the Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB). The NAESB will also include Atmos' special provisions (see Attachment E), additional special provisions that may be mutually agreed upon, and a transaction confirmation specifically incorporating the terms and conditions herein specified (or as otherwise set forth in a successful bid) and pricing contained in the successful bid.

5 Asset Management

The transaction with the Asset Manager is intended to qualify as an "Asset Management Arrangement" as defined in the Federal Energy Regulatory Commission's ("Commission") Order No. 712 and its regulations, as amended, set out in 18 CFR §284.8. All releases of FERC jurisdictional storage and transportation capacity under the Agreement shall conform with FERC's definition of an Asset Management Agreement, including the required conditions and delivery obligations, shall be non-biddable, pre-

arranged releases and shall be made in a manner consistent with (a) the FERC's capacity release regulations, and (b) applicable pipeline tariffs. The capacity released will be for the shorter of this agreement or the term of the associated contracts as detailed on Attachment C Contract Summary and will be fully recallable. The final transaction confirmation will include the following language:

“The capacity may be recalled immediately upon (i) a breach that leads to the termination of the Asset Management Arrangement; (ii) failure by supplier to fulfill its delivery obligations subject to the terms and conditions of the Asset Management Arrangement; or (iii) the mutual agreement of the parties.”

The Asset Manager will be obligated to provide all firm system supply requirements on any and every day of the term up to the applicable daily contract demand of Atmos' released capacity. Furthermore, the selected Asset Manager will be responsible for the management of pipeline capacity and storage contracts, in accordance with gas supply plans provided by Atmos. The Asset Manager will be responsible for making all nominations to the pipeline for flowing gas.

The Asset Manager will have the right to deliver quantities to Atmos utilizing transportation and/or storage service other than the managed capacity provided that (i) there will be no reduction in service, quantity or reliability to Atmos, and (ii) there will be no pricing change for the service delivered by Asset Manager. The Asset Manager will invoice and pass through commodity and fuel costs to Atmos pursuant to the transportation routes and storage activity using the quantities and transportation/storage capacity specified in Atmos' plan requirements and the pricing set forth in the agreement between Atmos and the Asset Manager regardless and separate from actual transportation and storage physical activity.

The Asset Manager selected is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, tariff provision of any Federal, State, or local governing entities including asset manager's election to deviate from the company provided planned flowing and storage gas injections and/or withdrawal requirements. In addition, the Asset Manager will be responsible for any penalties or incremental costs incurred by Atmos when supplier does not abide by operational order issued, either by the transportation service provider or by Atmos as defined in the final contract.

6 Performance and Supply Requirements

All gas supply is to be firm, assuring that natural gas supply services will meet all contractual obligations without fail.

When reasonable grounds for insecurity of performance arise, Atmos may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Atmos, including, but not limited to, a

standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Atmos, a performance bond or a guarantee by a creditworthy entity. Atmos may, from time to time, request such credit information as may reasonably be required to determine the creditworthiness of the Asset Manager.

Asset Manager may use any alternate receipt points to supply gas, but Asset Manager is responsible for incremental transport charges as a result of alternate points. **Also, the Asset Manager must provide gas at primary receipt points when secondary points are curtailed.**

Asset Manager shall dispatch gas to Atmos using the least cost supply first, acting in the best interest of Atmos at all times. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. In bidding on this RFP, Asset Manager indicates understanding and acceptance of this requirement.

Atmos will notify the Asset Manager of its first-of-month ("FOM") baseload gas requirements ("Billable Plan") within five (5) business days before the beginning of any month. Monthly purchase volumes will be determined and billed based on the Atmos plan as adjusted. Physical volumes on Atmos' transportation and storage agreements/facilities may vary based on the Asset Manager's utilization of the assets. The Asset Manager shall provide monthly support for billed volumes and measured volumes on transportation and storage agreements. Atmos will be obligated to take the FOM baseload quantity everyday of the applicable month. The difference between the FOM plan purchases plus incremental quantities plus plan storage withdrawals and the actual Atmos usage swings on the "paper" inventory tracking account. **Atmos will have the right to call for firm incremental quantities on a daily basis, including weekends and holidays, up to the full MDQ by providing the Asset Manager notice no later than 8:00 A.M. Central Time on the business day prior to flow.**

It is the Asset Manager's responsibility to provide daily written communication on how the firm requirements are being met. The Asset Manager must provide Atmos' Gas Control department with a summary nomination worksheet (see Attachment F) containing the current day nominations plus nominations for the next five days. This worksheet shall be provided every weekday (except holidays) regardless, even if there are no changes. Nominations must reach Atmos' Gas Control by 2:00 pm CT either via email at gcontrol@atmosenergy.com or via fax at 615.790.9337.

7 Proposal Content

The following information is required to be considered responsive to this RFP unless the proposing entity can clearly demonstrate that such information is not applicable to its circumstance. Any additional information that the supplier considers useful for Atmos to evaluate its proposal will be considered. Atmos may request additional information at a later date to assist in the decision making process.

Respondent Information

- Name and address of supplier
- Name, phone, and email of contact person for this proposal
- Evidence of supplier's knowledge and experience in providing service proposed
- Evidence of supplier's financial viability to provide the service proposed
- Business References

Respondent Term and Conditions

Respondent must provide any NAESB special provisions, and/or any required changes to Atmos' special provisions. Respondent must provide any special terms required in the transaction confirmation.

Proposals should be structured to provide firm gas supplies up to the maximum contract quantity indicated in Attachment C Pipeline Contract Summary. Proposals should present firm commodity sales based upon the pricing methodology described below:

Commodity Pricing

- First-of-month baseload purchases should be index based pricing, at a price equal to the simple average of the following two indices, flat, plus (+) a premium or minus (-) a discount:
 - The "**Inside FERC's Gas Market Report**" first-of-the-month posting for Tennessee Gas Pipeline Co. – Louisiana, 500 Leg.
 - The New York Mercantile Exchange, **NYMEX Henry Hub last day** settlement price for the applicable business month of flow.
- Incremental purchases, in excess of the first-of-month baseload purchase volumes, should be priced at the **Gas Daily, Daily price survey midpoint index for Tennessee Gas Pipeline- La 500 Leg**, flat, plus (+) a premium or minus (-) a discount.
- Bids shall include pricing for Atmos to sell FOM supply back to the Asset Manager at a price equal to the **Gas Daily, Daily price survey midpoint index for Tennessee Gas Pipeline- La 500 Leg**, flat, plus (+) a premium or minus (-) a discount.
- All charges upstream of Atmos' pipeline contracts receipt points shall be the sole responsibility of the asset manager.
- Bids should specify whether fuel and other variables are included in or are in addition to the bid price.
- Intraday purchases will be at a mutually agreeable price, and confirmed at the time of purchase. If the parties cannot agree on intraday pricing Atmos has the right to purchase intraday gas from other suppliers, and the Asset Manager is responsible for scheduling the alternative supply.

Capacity Utilization Pricing

The Asset Manager will have the opportunity to optimize transportation and storage assets, subject to the obligation to utilize these assets to supply Atmos' full system requirements. Value for asset optimization should be proposed in the form of a fixed upfront or periodic payment (proposals should specifically identify this as a Capacity Release/Capacity Utilization credit), or as a discount to index pricing.

Bidders are highly encouraged to use the above preferred pricing in their proposal and the bid forms provided (Attachment A). Atmos may consider proposals having alternate index points and other forms of valuation for asset management activities.

8 Evaluation Criteria

Proposals will be judged on respondent's ability to meet the economical and reliable natural gas needs of Atmos. The principal criteria to be used are as follows: total delivered cost of gas supply over the term of the contract, reliability of the supply, and the financial viability of the respondent. Atmos has the right to consider any other factors that it deems relevant to Atmos' gas supply needs.

9 Evaluation Duration

The Bidder must leave the proposal open for a fifteen (15) business-day evaluation period after the submittal deadline.

10 Proprietary Data in Proposal

A proposal may include data which the respondent deems confidential and not used by Atmos for any purpose other than proposal evaluation. Reasonable care will be exercised so that proposal data is not disclosed or used without the respondent's permission, except to meet regulatory filing requirements. Such data filed for regulatory requests shall be filed as confidential information.

11 Rejections of Proposal

Any proposal may be modified prior to the submittal deadline by written request of the bidder. Atmos reserves the right to reject any or all proposals, and to re-solicit for proposals in the event that all proposals are rejected.

12 Submittal Instructions

Proposals must be received via U.S. Mail, Courier Service or hand delivered in a sealed envelope marked as indicated below, on or before **Monday, October 17, 2011, by 4:00 P.M. Central Time**. No other method will be accepted. No proposal will be opened

prior to the stated deadline. Any proposals received after the stated deadline will be returned unopened.

Proposals should be marked externally as **“Proposal for Natural Gas Supply and AMA (Atmos Kentucky-TGP)”** and mailed to:

Adam Hancock, CPA, CVA
Riney Hancock CPAs PSC
2900 Veach Road Suite #2
Owensboro, KY 42303

**ATTACHMENT A
Atmos Energy Corporation - Bid Form
Kentucky/Mid-States Division**

Bidding Company: _____

Contact Name : _____
Contact Phone #: _____
Contact Email: _____

Index Based Commodity Bid

				<u>Comments/other rates *</u>	<u>Sellback Terms and Index</u>
Kentucky:					
Base Load Supply:					
Tennessee Gas Pipeline	(IFERC TGP La, 500 leg + NYMEX Close) / 2	(+) or (-)	\$ _____ per dth	_____	_____
Swing Supply:					
Tennessee Gas Pipeline	Gas Daily Daily TGP La, 500 leg Midpoint	(+) or (-)	\$ _____ per dth	_____	_____

*If there are any incremental demand charges or fuel, please note in comment section.

Capacity Release/Capacity Utilization Payment Bid

Value, over the 24-month term, to Atmos for Asset Manager's optimization of Transportation and Storage Assets: \$ _____
Total over 24-month term

(Positive signifies payment/credit to Atmos, negative signifies a charge to Atmos)

Value will be paid as a monthly payment or credit.

Asset Manager must be able to provide gas at primary receipt points when secondary points are curtailed.

Asset Manager shall dispatch gas to Atmos using the least cost supply first inclusive of variable transportation and fuel, acting in the best interest of Atmos at all times. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. In bidding on this RFP, Asset Manager indicates understanding and acceptance of this requirement.

Attachment B

Atmos Energy Corporation
 TGP-KY Gas Supply Plan
 Projected Summer 2012
 All Volumes MMBTU

Tennessee Gas Area Plan Requirements	30		31		30		31		31		30		31		214
	Apr-12,		May-12		Jun-12		Jul-12		Aug-12		Sep-12		Oct-12		
	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	
FT-G	141,620	4,721	68,620	2,214	57,710	1,924	50,370	1,625	52,260	1,686	61,300	2,043	114,680	3,699	546,560
FT-GS ₂	27,450	915	12,930	417	8,210	274	7,380	238	7,280	235	9,110	304	20,800	671	93,160
Total Requirements	169,070	5,636	81,550	2,631	65,920	2,197	57,750	1,863	59,540	1,921	70,410	2,347	135,480	4,370	639,720
FS-MA	116,210	4,990	116,210	4,830	116,210	4,990	116,210	4,830	116,210	4,830	116,210	4,990	116,210	4,830	
MS-PA	52,673	640	52,673	620	52,673	640	52,673	620	52,673	620	52,673	640	52,673	620	
Storage Injections	168,883	5,630	168,883	5,450	168,883	5,630	168,883	5,450	168,883	5,450	168,883	5,630	168,883	5,450	1,182,183
TOTAL PURCHASES	337,953	11,265	250,433	8,078	234,803	7,827	226,633	7,311	228,423	7,368	239,293	7,976	304,363	9,818	1,821,903

Asset Manager should assume beginning storage inventories on April 1, 2011 of 5% of the MSQ on all storage contracts.

Asset Manager will be required to make separate nominations for the FT-G and FT-GS contracts from April-2012 through October-2012. The Atmos contracts will change November 1, 2012 after which the Asset Manager will no longer need to make separate nominations.

Attachment B

Kentucky Gas Supply Plan
 Projected Winter 2012-2013
 All Volumes MMBTU

Tennessee Gas Area	30		31		31		28		31		151
	Nov-12		Dec-12		Jan-13		Feb-13		Mar-13		
	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	
Total Purchases	72,000	2,400	179,800	5,800	220,100	7,100	184,800	6,600	74,400	2,400	731,100
Storage Withdrawals	141,862	4,729	271,902	8,771	354,655	11,440	271,902	9,711	141,862	4,576	1,182,184
Total Requirements	213,862	7,129	451,702	14,571	574,755	18,540	456,702	16,311	216,262	6,976	1,913,284

Note : Purchases reflect storage activities

FS-MA 903,859
 FS-PA 406,679

TOTAL MSQ-FS-MA/FS-PA 1,313,538
 90% of MSQ **1,182,184**

ATTACHMENT C

Current TGP Contracts

ATMOS ENERGY CORPORATION
PIPELINE CONTRACT SUMMARY

Tennessee Gas Pipeline

Rate Schedule	Contract #	Termination	Notice	Service	MDQ Dth	Receipt Pt Dth/d	Primary Delivery Pt	Delv Pt Dth/d	Comments
FS-MA	2383	10/31/2012	1 year	Firm Storage	15,784	070025 Portland Storage Withdrawal 060025 Portland Storage Injection	070025 Portland Storage Withdrawal 060025 Portland Storage Injection		MSQ 753,859 MMBtu MDIQ 5,026 MDWQ 15,784 No ratchets per contract
FS-MA	41703	10/31/2012	1 year	Firm Storage	4,000	070025 Portland Storage Withdrawal 060025 Portland Storage Injection	070025 Portland Storage Withdrawal 060025 Portland Storage Injection		MSQ 150,000 MMBtu MDIQ 1,000 Dth MDWQ 4,000 Dth No ratchets per contract
FS-PA	2384	10/31/2012	1 year	Firm Storage	2,914	070020 Portland Storage Withdrawal 060020 Portland Storage Injection	070020 Portland Storage Withdrawal 060020 Portland Storage Injection		MSQ 409,679 MMBtu MDIQ 2,714 Dth MDWQ 2,914 No ratchets per contract

An Asset Manager is required to comply with all Tennessee Gas Pipeline tariff provisions for the FS storage service rate schedule.

ATTACHMENT C

ATMOS ENERGY CORPORATION
PIPELINE CONTRACT SUMMARY

Rate Schedule	Contract #	Termination	Notice	Service	MDQ Dth	Receipt Pt	Dth/d	Leg	Primary	Delv Pt	Dth/d	Comments								
FT-GS	2385	10/31/2012	1 year	Firm Transport	8,282	Evergreen	012035	Liberty Hill	399	100	020009	Western-Greensburg KY	5,538							
							012133	Millport McGee Transport	204	500	020029	Western-Lancaster KY	5,295							
							012132	Star Transport	297	500	020338	Western-Perryville KY	1,039							
							011119	S Marsh Island 61 C	504	500	020445	Western-Hustonville KY	401							
							012088	Monte Christo Exchange	399	100										
							011401	Vermillion 119 G	240	800										
							011717	Chalkley Transport	240	800										
							070020	TGP-Portland Storage Withdrawal	5,999	100										
FT-G	2546	10/31/2012	1 year	Firm Transport	15,000	Evergreen						MDQ's								
							012035	Liberty Hill	1,471	100	020014	Western-Danville KY	14,500	Nov-March	15,000					
							012133	Millport McGee Transport	1,842	500	021000	Simpson	500	April	11,000					
							011119	S Marsh Island 61 C	1,854	500				May	8,000					
							012088	Monte Christo Exchange	1,471	100				June	6,000					
							011401	Vermillion 119 G	882	800				July-August	5,500					
							011717	Chalkley Transport	882	800				September	6,000					
							070020	TGP-Portland Storage Withdrawal	6,598	100				October	10,000					
							FT-G	2548	10/31/2012	1 year	Firm Transport	5,772	Evergreen						MDQ's	
														012035	Liberty Hill	448	100	020030	Western-Lebanon KY	5,772
012133	Millport McGee Transport	561	500											April	5,500					
011119	S Marsh Island 61 C	564	500											May	2,500					
012088	Monte Christo Exchange	448	100											June-August	2,000					
011401	Vermillion 119 G	268	800											September	2,500					
011717	Chalkley Transport	268	800											October	4,000					
070020	TGP-Portland Storage Withdrawal	3,215	100																	
FT-G	2550	10/31/2012	1 year	Firm Transport	6,856	Evergreen						MDQ's								
							012035	Liberty Hill	496	100	020010	Western-Campbellsvilles KY	6,856	Nov-March	6,856					
							012133	Millport McGee Transport	621	500				April	6,200					
							011119	S Marsh Island 61 C	625	500				May	5,000					
							012088	Monte Christo Exchange	495	100				June-August	3,500					
							011401	Vermillion 119 G	297	800				September	4,500					
							011717	Chalkley Transport	297	800				October	5,000					
							070020	TGP-Portland Storage Withdrawal	4,025	100										
FT-G	2551	10/31/2012	1 year	Firm Transport	5,601	Evergreen						MDQ's								
							012035	Liberty Hill	479	100	020028	Western-Harrodsburg KY	5601	Nov-March	5,601					
							012133	Millport McGee Transport	601	500				April	5,000					
							011119	S Marsh Island 61 C	605	500				May	3,000					
							012088	Monte Christo Exchange	480	100				June-August	2,000					
							011401	Vermillion 119 G	287	800				September	3,000					
							011717	Chalkley Transport	288	800				October	4,500					
							070020	TGP-Portland Storage Withdrawal	2,861	100										



Attachment D

General Items for Kentucky Service Area

- ◆ Certain assets may be unused after Asset Manager has supplied Atmos' full gas supply requirements, Asset Manager is willing to assume the obligations and risks that may lead to financial loss which accompany the potential for financial gain in connection with the value optimization of such otherwise unused assets.
- ◆ Asset manager acknowledges that it is paramount in its role as Asset Manager, that it take no action nor omit to take any action, under any circumstances, the result of which would impair or adversely affect the reliability of Atmos' system or service to its customers.
- ◆ Asset Manager shall dispatch gas to Atmos using the least cost supply first, acting in the best interest of Atmos. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. Bidding on this RFP indicates understanding and acceptance of this requirement.
- ◆ **Asset Manager's rights to storage and associated transportation are secondary to Atmos' rights.**
- ◆ "Regulatory Out" language must be included in the Transaction Confirmation agreement addressing the potential of regulations which may render the agreement illegal or unenforceable or materially adversely affecting the ability of Atmos or the Asset Manager to perform this agreement. For either Party:
 1. a court or governmental agency with jurisdiction (including without limitation the Kentucky Public Service Commission or the Federal Energy Regulatory Commission) reverses, withdraws or otherwise modifies, with a result unacceptable to such party in its sole discretion, any applicable law, regulation order, ruling, opinion or other determination believed to be necessary to proceeding with the transactions contemplated under the Agreement;
 2. such change causes the impacted Party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according the terms of the agreement would be in violation of any applicable law, regulation, order, ruling or opinion, and
 3. the Parties are unable, after good faith negotiations, to renegotiate the Agreement to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit.

For the Asset Manager: if a court or governmental agency with jurisdiction determines that the Asset Manager is subject to the jurisdiction of the Kentucky Public Service Commission as a result of the execution, delivery or performance of any Agreement.

- ◆ The selected Asset Manager is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, or tariff provision of any Federal, State or local governing entities including Asset Manager's election to deviate from Atmos' planned flowing and storage gas injections and/or withdrawal requirements. In addition, the Asset Manager shall bear sole financial responsibility, and shall pay to the applicable pipeline company (or reimburse Atmos if required to pay) any imbalance or overrun penalty, cost, charge, or cash-out cost (collectively referred to in this Agreement as an "Imbalance Charge") assessed as a result of an over-delivery or under-delivery of gas. Failure to do so could result in the cancellation or termination of any contract entered into as a result of the award at Atmos' sole discretion. Furthermore, should Atmos elect to terminate the agreement, the Asset Manager will be responsible for any and all costs, including any price differentials and reasonable legal fees associated with Atmos replicating the contracted service with a replacement counterparty. All penalties imposed by any pipeline under this agreement due to the actions (or inaction) of the Asset Manager will be the responsibility of the Asset Manager.

- ◆ The Asset Manager will also be required to provide routine and timely documentation of all transactions, utilizing Atmos assets including but not limited to, contracts, volumes, rates, offers made, offers rejected. The Asset Manager shall maintain documents and records of all transactions that utilize Atmos' gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by Atmos and any applicable regulatory authority having jurisdiction. Asset Manager shall comply with all applicable federal and state laws, regulations and orders of regulatory authorities having jurisdiction in connection with its performance of its obligations under the agreement, the use and management of the managed assets and the supply of commodity to Atmos.

- ◆ Actual requirements, during each month, will result in variances from the initial Plan storage estimates. Asset Manager will track and report Atmos' "paper" storage inventory balances and the physical storage inventory balances during the Term in order to administer injections and withdrawals made on paper for billing purposes and the physical injections and withdrawals made by the Asset Manager. The "paper" inventory injections and withdrawals will be calculated each day based on the difference between the quantities scheduled and confirmed by the Asset Manager (purchased by Atmos Energy) on that day and the quantity metered at the City Gate excluding third party transportation quantities. Asset Manager and Atmos Energy will have weekly progress communications to review such quantities and inventory levels. During each month, Atmos will review the variance in the estimated storage levels resulting from actual requirements and the gas purchased, per the Gas Purchase Plan, for the current month. This evaluation may result in a change to the planned purchases for the subsequent months. Atmos will advise the Asset Manager of changes, if any, to the planned purchases for the upcoming month not later than five (5) business days prior to the beginning of the next flow month.

- ◆ For operational purposes, the Physical and Plan Storage inventory levels must be at the appropriate levels at the beginning of each winter season to ensure reliability of supply.
- ◆ If Atmos in its sole discretion deems the Asset Manager managing assets in a manner that jeopardizes Atmos' reliability Atmos will have the right to take any action including the immediate recall of capacity to ensure system integrity.

**SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

Dated _____, 200____
By and between _____ ("Seller")
and
Atmos Energy Corporation ("Buyer")

If the terms of these Special Provisions and the other terms of the Base Contract conflict, the terms of these Special Provisions shall govern. Any definitions used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning herein.

Any references herein to "General Terms and Conditions" shall mean the document attached to and forming part of the Base Contract entitled "General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas" and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

SECTION 1. PURPOSE AND PROCEDURES

The existing Sections 1.2, 1.3 and 1.4 are deleted in their entirety and replaced with the following:

1.2 (a) Transactions entered into Orally: Should the parties come to an understanding regarding a particular transaction, and have agreed to the Contract Price, the Contract Quantity, the Delivery Period and the Delivery Point(s) (the "Minimum Requirements") for such transaction, the transaction will be formed and effectuated between the parties by an oral offer (whether by telephone, in-person, or otherwise) and oral acceptance (whether by telephone, in-person or otherwise). The parties shall be legally bound by each transaction satisfying the Minimum Requirements from the time they agree to its terms and acknowledge that each party will rely thereon in doing business related to the transaction. Any transaction formed and effectuated pursuant to the foregoing shall be considered a "writing" or "in writing" and to have been "signed" by each party.

(b) Taping of Transactions: Each party hereby agrees that the other party or its agents may electronically record all telephone conversations between officers or employees of the consenting party and the officers or employees of the other party who quote on, agree to, or otherwise discuss terms of transactions or potential transactions on behalf of the party. Either party may at each party's respective expense, maintain equipment necessary to record transactions on audiotapes and/or digital recording media ("Transaction Tapes") and retain Transaction Tapes and the electronic evidence of transactions on such Transaction Tapes in such manner and for so long as each party deems necessary in its sole respective discretion, but is not obligated to do so; provided that **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MALFUNCTION OF SUCH EQUIPMENT OR THE OPERATION THEREOF IN RESPECT OF ANY TRANSACTION WITHOUT REGARD TO THE CAUSE OR**

Attachment E

CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, CONCURRENT, CONTRIBUTORY, AND/OR COMPARATIVE NEGLIGENCE (WHETHER GROSS OR SIMPLE, OR ACTIVE OR PASSIVE), STRICT LIABILITY, OR OTHER FAULT OF ANY PARTY. No transaction shall be invalidated should a Transaction Tape be erased for any reason or a malfunction occur in equipment utilized for recording transactions or retaining Transaction Tapes or the operation thereof. The parties hereby consent to the electronic recording of their oral agreements and related telephone discussions.

(c) Waiver of Statute of Frauds: **THE PARTIES HEREBY WAIVE ALL PROVISIONS OF ANY APPLICABLE STATUTE OF FRAUDS WITH RESPECT TO ANY TRANSACTIONS SUBJECT TO THIS CONTRACT; PROVIDED HOWEVER, AMENDMENTS TO THE CONTRACT MUST BE IN WRITING AND SIGNED BY THE PARTIES.** The parties agree not to contest or assert a defense to the validity or enforceability of transaction entered into orally under laws relating to whether certain agreements are to be in writing or signed by the party to be thereby bound.

1.3 Confirmation of a Transaction:

(a) The Confirming Party shall and the other party may confirm the terms of a transaction by transmitting to the other party a written Transaction Confirmation by any reasonable means, including, without limitation, by facsimile (including, without limitation e-fax and/or computer facsimile), hand delivery, courier, or certified mail (return receipt requested) or other mutually agreeable electronic means. Failure by any party to send, or the party to return a Transaction Confirmation shall not invalidate any transaction. Each party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation and as the identification and authentication of such party. Notwithstanding the definition of Transaction Confirmation in Section 2, "Transaction Confirmation" means for the purposes of delivery to a receiving party, a writing in any reasonable form containing all of the material terms of the transaction, including, without limitation, the form of Exhibit A attached hereto.

(b) If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the terms of a transaction, such receiving party shall notify the sending party of any such material differences in writing by the Confirm Deadline, unless such receiving party has previously timely sent a Transaction Confirmation to the sending party before the Confirm Deadline.

(c) Unless the receiving party has previously timely sent a written Transaction Confirmation to the sending party, the failure of the receiving party to so notify the sending party of any such material differences in writing by the Confirm Deadline constitutes the receiving party's acceptance of the description of the terms of the transaction in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction or if the receiving party has timely objected to the terms of the sending party's Transaction Confirmation, such transaction remains valid and the parties remain legally bound thereby, however, both parties shall in good faith attempt to resolve such differences. Once such material differences are resolved, either party may transmit a written Transaction Confirmation to the other party, and such Transaction Confirmation shall be accepted (or disputed) pursuant to the provisions of this Section 1.3. The provisions of this Section 1.3 may be repeated as many times as necessary to produce a written Transaction Confirmation that is accepted or deemed accepted by the receiving party.

Attachment E

(d) A written Transaction Confirmation and any other writing related to or in response to a Transaction Confirmation shall be deemed delivered to the receiving party (i) when actually received by the receiving party or (ii) with respect to a written Transaction Confirmation and other writing delivered by facsimile, when the sending party's facsimile machine indicates by an electronic or written facsimile log that the receiving party's facsimile machine received such written Transaction Confirmation.

(e) The sending party shall not be required to maintain or retain a paper-based version of the written Transaction Confirmation delivered to the receiving party. In addition to a paper-based version of the written Transaction Confirmation delivered to the receiving party, the following shall constitute a "written Transaction Confirmation" for all purposes of this Contract: (i) an electronic image of a paper-based version of the written Transaction Confirmation, and/or (ii) data in the sending party's computer system.

(f) In the absence of a written Transaction Confirmation that the parties have signed or are deemed to have accepted, any evidence may be used to establish the terms of a transaction, including, without limitation, a Transaction Tape oral testimony, data in a computer system, trade tickets, and/or notes. If a Transaction Confirmation exists which the parties have signed or are deemed to have accepted, in the event of a conflict between the terms of the written Transaction Confirmation and any other evidence of the terms of a transaction (including, without limitation, a Transaction Tape, oral testimony, data in a computer system, trade tickets, and/or notes), the terms of the written Transaction Confirmation shall control to the extent of any such conflict.

1.4 Transaction Confirmations Do Not Amend Certain Terms: Transaction Confirmations shall not amend the terms of the Contract related to events of default, liquidated damages, settlement or termination payments unless a Transaction Confirmation is in writing and signed by both parties.

SECTION 2. DEFINITIONS

Delete the existing definition in Section 2.11 of "Credit Support Obligation(s)" and substitute the following:

2.11 "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a performance bond, guaranty or other mutually acceptable form of security.

SECTION 3. PERFORMANCE OBLIGATION

The following new Section 3.5 is added:

3.5 Notwithstanding anything in this Contract to the contrary, in the event: (i) a transaction has a Firm obligation; (ii) as a result from an event of Force Majeure Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Contract Quantity for such transaction; (iii) the Delivery Period for such transaction is at least one month; and (iv) the Contract Price is a Fixed Price (as defined below), then

Attachment E

- a. If the FOM Price (as defined below) is above the Fixed Price, Seller will pay Buyer, for each MMBtu of Gas not delivered and/or received, the difference between the FOM Price and the Fixed Price.
- b. If the FOM Price is below the Fixed Price, Buyer will pay Seller, for each MMBtu of Gas not delivered and/or received, the difference between the Fixed Price and the FOM Price.

For purposes of this Section 3.5, the "Fixed Price" means the Contract Price for a transaction that is expressed as a set amount. Fixed Price includes prices that were converted from an index-based price or a NYMEX basis to a set amount upon the agreement of the parties or as a result of a party exercising a price option available to a party under a Transaction Confirmation that resulted in a maximum price or a minimum price.

For purposes of this Section 3.5, the "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month of delivery as published in the Inside FERC Gas Market Report (or such other published index as mutually agreed to by the parties), for the geographic location closest in proximity to the Delivery Point.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

Section 8.3 is supplemented by inserting the following as the last sentence of that section:

Neither party shall be obligated to indemnify, defend, or hold the other party harmless to the extent any liability, suit, action, damage, loss or expense arises out of or in connection with any intentional act, negligent act or failure to act on the part of the other party, its officers, agents, or employees.

SECTION 10. FINANCIAL RESPONSIBILITY

Delete the existing Sections 10.1 and 10.2 and substitute the following in lieu thereof:

10.1 If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance, which shall not exceed the amount calculated in accordance with the procedure for determining the Net Settlement Amount, as of the date of the demand, as if all transactions had been terminated plus all other outstanding amounts owed or accrued under the Contract. "Adequate Assurance of Performance" means sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, an irrevocable standby letter of credit, a prepayment, a performance bond or guaranty (including the issuer of any such security). The "occurrence of a material change in the creditworthiness of Y" shall mean that on any date of determination either (i) the unsecured and unsubordinated long-term debt of Y (or Y's guarantor) is not rated by Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., or its successor ("S&P"), or by Moody's Investors Service, Inc. or its successor ("Moody's") or (ii) if so

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rated, the higher rating then assigned to Y's (or Y's guarantor's) unsecured and unsubordinated long-term debt is less than BBB- by S&P or Baa3 by Moody's.

- 10.2 In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 not later than two Business Days after receipt of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following receipt of written Notice that such payment is due; or (ix) fails to deliver or receive Gas if not remedied within three (3) Business Days, unless excused by the other party's non-performance or prevented by Force Majeure; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

SECTION 11. FORCE MAJEURE

Section 11.2(iv) is deleted and the following is substituted in lieu thereof:

(iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars;

SECTION 14. MISCELLANEOUS

The following new Sections 14.12 and 14.13 are added:

14.12 This Contract shall be considered for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

14.13 If any index used to determine the price under a transaction ceases to be available, the parties agree to promptly negotiate on a good faith basis a mutually satisfactory alternate price or reference publication to take effect as of the date the prior index is unavailable. If the parties cannot agree on an alternative price or reference publication within thirty (30) days of the index ceasing to be available, then the parties shall refer the matter to binding arbitration. Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. Section 1, *et seq.*) and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED,

Attachment E

OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

ATMOS ENERGY CORPORATION

By: _____

By: _____

Kenny Malter

Title: _____

Vice President, Gas Supply & Services

Attachment F

**Atmos Kentucky – TGP
NOMINATED VOLUMES**

TO:
gcontrol@atmosenergy.com
phone number (800)-533-4781

DATE/TIME



FROM:

Company Name
Fax #:
Name desk (123) 456-7890
Email Address: cell (123) 456-7890
after hours contact: home (123) 456-7890

REVISED (INTRADAY)		IF REVISED INPUT							
UPDATED (TIMELY)		YES OR NO							
METER #	POINT NAME	MDQ	Day of the Week						
			Date						
20009	Greensburg		-	-	-	-	-	-	-
20029	Lancaster		-	-	-	-	-	-	-
20338	Perryville		-	-	-	-	-	-	-
20445	Hustonville		-	-	-	-	-	-	-
TOTAL		8,282	-	-	-	-	-	-	-
20014	Danville		-	-	-	-	-	-	-
21000	Simpson		-	-	-	-	-	-	-
TOTAL		6,000	-	-	-	-	-	-	-
20030	Lebanon		-	-	-	-	-	-	-
TOTAL		2,000	-	-	-	-	-	-	-
20010	Campbellsville		-	-	-	-	-	-	-
TOTAL		3,500	-	-	-	-	-	-	-
20029	Harrodsburg		-	-	-	-	-	-	-
TOTAL		2,000	-	-	-	-	-	-	-

Public

DR-08

DR 8-4P, KY TGP RFP 2014-2015 PUBLIC

September 17, 2013

RE: Request for Proposal
Asset Manager & Gas Supply Requirements

Atmos Energy Corporation is seeking proposals for firm gas commodity requirements and management of the transportation/storage contracts serving our Tennessee Gas Pipeline (TGP) Kentucky area. Attached are proposal guidelines and attachments with supply requirements, receipt point capacity and estimated usage.

Proposals should be sent to Riney Hancock, CPAs (on behalf of Atmos) and must be received by 4:00 P.M Central Time on Wednesday, October 16, 2013. Atmos will evaluate the proposals received, and all respondents to this RFP will be notified whether or not they are selected as the asset manager.

We look forward to receiving your proposal.

Sincerely,

Kim Griffith

Kim Griffith
Gas Supply Representative

**ATMOS ENERGY CORPORATION
GAS SUPPLY REQUEST FOR PROPOSAL (“RFP”)
FOR NATURAL GAS SUPPLY AND ASSET MANAGEMENT
KENTUCKY SERVICE AREA- TENNESSEE GAS PIPELINE
September 17, 2013**

1. RFP Overview

Atmos Energy Corporation (“Atmos”) is seeking proposals from qualified suppliers to provide firm natural gas commodity requirements and asset management of its transportation and storage contracts for its Kentucky service area served by Tennessee Gas Pipeline (TGP). Proposals should be submitted on the attached Bid Form, Attachment A. The term of the agreement will commence on April 1, 2014 and continue for a 12 month period through March 31, 2015.

**ALL PROPOSALS MUST BE PREPARED IN ACCORDANCE WITH RFP
REQUIREMENTS AND MUST BE RECEIVED IN WRITTEN FORM ON OR BEFORE
WEDNESDAY, OCTOBER 16, 2013, BY 4:00 PM CENTRAL TIME.**

2. RFP Communication

Atmos RFPs are issued electronically via the Atmos Energy RFP website. Potential bidders should register to view and receive electronic notification of Atmos’ RFPs through the Atmos Energy website at <https://www.atmosenergy.com/cs/gassupply/> and click on “Register.”

Any requests for additional information not contained in this RFP are required in writing. Requests should be submitted via the Atmos RFP website. Responses to reasonable requests, at Atmos’ sole discretion, will be available for viewing by all registered parties via the Atmos RFP website. The identity of the party requesting additional information will be kept confidential. In order to submit a question, please click on the “Questions and Answers for this Activity” link corresponding with this RFP and type in the question. Questions should be submitted no later than Monday, October 7, 2013. Responses will be posted on the Atmos RFP website as soon as possible, but no later than Wednesday, October 9, 2013. Interested parties are encouraged to visit the website periodically throughout the RFP open period for updated postings.

3. Background

Kentucky Service Area – TGP

The pipeline delivering to this service area is Tennessee Gas Pipeline (TGP). Upstream of its Service Area, Atmos has a combination of year-round, sculpted, and winter firm transportation and storage capacity to provide for its system requirements (see Attachment B, Pipeline Contract Summary). Maximum winter deliverability to this Kentucky service area is 38,500 Dth/d. Atmos’ Kentucky weather normalized annual purchase requirements on TGP are approximately 2.4 Bcf for system supply. Projected purchase volumes are provided to assist you in the preparation of your proposal. These volumes are informational only and may or may not be

indicative of future requirements (see Attachment C, Winter/Summer Gas Supply Plans). Atmos' Kentucky annual thru-put on TGP is approximately 4.3 Bcf, of which 44% is attributable to third party transportation customers.

Assets Provided by Atmos to Asset Manager

Atmos' TGP Kentucky service area currently has one FT-G small customer firm transportation contract, one FT-A firm transportation contract, as well as an FS-MA and an FS-PA firm storage contract. There will also be available a winter-only FT contract of approximately 2,500 Dth/d, with receipts north of Greenville Mississippi and a delivery point at our KY citygate of Harrodsburg. Please see the description of the contracts provided in Attachment B, Pipeline Contract Summary. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity and will transfer its storage inventory to the asset manager subject to the asset manager's obligation to provide full requirements to Atmos' distribution systems as operations dictate. Demand charges associated with the zero rate capacity releases will be billed directly to Atmos by the pipeline. The asset manager will bill Atmos for fuel and transportation commodity charges associated with providing deliveries to Atmos' city gates for Atmos' requirements using the least cost receipt and delivery points per the contracts (see Attachment B).

Balancing TGP

The difference between Atmos' TGP FOM baseload purchases plus incremental quantities less sellbacks and the Company's actual usage will be balanced on paper by the asset manager utilizing the TGP FS-MA storage contract. Regardless of how the asset manager physically balances the system, the asset manager will track the billable paper FS-MA inventory as if that contract takes the swing. The asset manager will track the billable paper FS-PA storage activity and inventory in accordance with the Atmos billable plan storage injections and withdrawals per the TGP-KY Gas Supply Plan (see Attachment C), as adjusted by Atmos with monthly updates. The transportation customers are kept whole to their nominations and balance on Atmos' storage. The asset manager shall track and report the paper and physical storage inventory balances as further described in Attachment D, General Items for Kentucky Service Area.

4. Form of Agreement

The agreement will be on the standard 2006 form of Base Contract for the Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB). The NAESB will also include Atmos' special provisions (see Attachment E), additional special provisions that may be mutually agreed upon, and a transaction confirmation specifically incorporating the terms and conditions herein specified (or as otherwise set forth in a successful proposal) and pricing contained in the successful proposal. Existing suppliers who already have an executed base contract may continue under the existing contract.

5. Asset Management

The transaction with the asset manager is intended to qualify as an "Asset Management Arrangement" as defined in the Federal Energy Regulatory Commission's ("Commission") Order No. 712 and its regulations, as amended, set out in 18 CFR §284.8. All releases of FERC jurisdictional storage and transportation capacity under the Agreement shall conform to FERC's definition of an Asset Management Agreement, including the required conditions and delivery obligations, shall be non-biddable, pre-arranged releases and shall be made in a manner consistent with (a) the FERC's capacity release regulations, and (b) applicable pipeline tariffs. The capacity released will be for the term of this agreement or if shorter, the term of the associated contracts as detailed on Attachment B, Pipeline Contract Summary and will be fully recallable. The final transaction confirmation will include the following language:

"The capacity may be recalled immediately upon (i) a breach that leads to the termination of the Asset Management Arrangement; (ii) failure by asset manager to fulfill its delivery obligations subject to the terms and conditions of the Asset Management Arrangement; or (iii) the mutual agreement of the parties."

The asset manager will be obligated to provide all firm system supply requirements on any and every day of the term up to the applicable daily contract demand of Atmos' released capacity. Furthermore, the selected asset manager will be responsible for the management of pipeline capacity and storage contracts, in accordance with gas supply plans provided by Atmos. The asset manager will be responsible for making all nominations to the pipeline for flowing gas. Management of pipeline imbalances and contract imbalances is included in this asset management service.

The asset manager will have the right to deliver quantities to Atmos utilizing transportation and/or storage service other than the managed capacity provided that (i) there will be no reduction in service, quantity or reliability to Atmos, and (ii) there will be no pricing change for the service delivered by the asset manager. The asset manager will invoice and pass through commodity and fuel costs to Atmos pursuant to the transportation routes and storage activity using the quantities and transportation/storage capacity specified in Atmos' plan requirements and the pricing set forth in the agreement between Atmos and the asset manager regardless and separate from actual transportation and storage physical activity.

The asset manager selected is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, tariff provision of any Federal, State, or local governing entities including asset manager's election to deviate from the company provided planned flowing and storage gas injections and/or withdrawal requirements. In addition, the asset manager will be responsible for any penalties or incremental costs incurred by Atmos when asset manager does not comply with tariff provisions and/or operational flow orders issued, either by the transportation service provider or by Atmos as defined in the final contract.

6. Performance and Supply Requirements

All gas supply is to be firm, assuring that natural gas supply services will meet all contractual obligations without fail.

When reasonable grounds for insecurity of performance arise, Atmos may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Atmos, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Atmos, a performance bond or a guarantee by a creditworthy entity. Atmos may, from time to time, request such credit information as may reasonably be required to determine the creditworthiness of the asset manager.

Asset Manager may use any alternate receipt points to supply gas, but asset manager is responsible for incremental transport charges as a result of alternate points. **Also, the asset manager must provide gas at primary receipt points when secondary points are curtailed.**

Asset manager shall dispatch gas to Atmos using the least cost supply first (including variable transportation and fuel costs), acting in the best interest of Atmos at all times. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. In bidding on this RFP, asset manager indicates understanding and acceptance of this requirement.

Atmos will notify the asset manager of its first-of-month ("FOM") baseload gas requirements ("Billable Plan") within five (5) business days before the beginning of any month. Monthly purchase volumes will be determined and billed based on the Atmos plan as adjusted. Physical volumes on Atmos' transportation and storage agreements/facilities may vary based on the asset manager's utilization of the assets. The asset manager shall provide monthly support for billed volumes and measured volumes on transportation and storage agreements. Atmos will be obligated to take the FOM baseload quantity everyday of the applicable month. The difference between the FOM plan purchases plus incremental quantities plus plan storage withdrawals and the actual Atmos usage swings on the "paper" inventory tracking account. **Atmos will have the right to call for firm incremental quantities on a daily basis, including weekends and holidays, up to the full MDQ by providing the asset manager notice no later than 8:00 A.M. Central Time on the business day prior to flow.**

It is the asset manager's responsibility to provide daily written communication on how the firm requirements are being met. The asset manager must provide Atmos' Gas Control department with a summary nomination worksheet, Attachment F Gas Control Nom Sheet, containing the current day nominations plus nominations for the next five days. This worksheet shall be provided every weekday (except holidays) regardless, even if there are no changes. Nominations must reach Atmos' Gas Control by 2:00 pm Central Time either via email at gcontrol@atmosenergy.com or via fax at 615.790.9337.

7. Proposal Content

The following information may be required to be considered responsive to this RFP unless the proposing entity can clearly demonstrate that such information is not applicable to its circumstance. Any additional information that the supplier considers useful for Atmos to evaluate its proposal will be considered. Atmos may request additional information at a later date to assist in the decision making process.

Respondent Information

- Name and address of supplier
- Name, phone, and email of contact person for this proposal
- Evidence of supplier's knowledge and experience in providing service proposed
- Evidence of supplier's financial viability to provide the service proposed
- Business References

Respondent Term and Conditions

Respondent must provide any NAESB special provisions, and/or any required changes to Atmos' special provisions. Respondent must provide any special terms required in the transaction confirmation.

Proposals should be structured to provide firm gas supplies up to the maximum contract quantity indicated in Attachment B, Pipeline Contract Summary. Proposals should present firm commodity sales based upon the pricing methodology described below:

Commodity Pricing

- First-of-month baseload purchases should be index based pricing, at a price equal to the simple average of the following two indices, flat, plus (+) a premium or minus (-) a discount:
 - The "**Inside FERC's Gas Market Report**" first-of-the-month posting for Tennessee Gas Pipeline Co. – Louisiana, 500 Leg.
 - The New York Mercantile Exchange, **NYMEX Henry Hub last day** settlement price for the applicable business month of flow.
- Incremental purchases, in excess of the first-of-month baseload purchase volumes, should be priced at the **Gas Daily, Daily price survey midpoint index for Louisiana-Onshore South, Tennessee 500 Leg**, flat, plus (+) a premium or minus (-) a discount.
- Bids shall include pricing for Atmos to sell FOM supply back to the asset manager at a price equal to the **Gas Daily, Daily price survey midpoint index for Louisiana-Onshore South, Tennessee 500 Leg**, flat, plus (+) a premium or minus (-) a discount.
- All charges upstream of Atmos' pipeline contracts receipt points shall be the sole responsibility of the asset manager.

- Bids should specify whether fuel and other variables are included in or are in addition to the bid price.
- Intraday purchases will be at a mutually agreeable price, and confirmed at the time of purchase. If the parties cannot agree on intraday pricing Atmos has the right to purchase intraday gas from other suppliers, and the asset manager is responsible for scheduling the alternative supply.

Capacity Utilization Pricing

The asset manager will have the opportunity to optimize transportation and storage assets, subject to the obligation to utilize these assets to supply Atmos' full system requirements. Value for asset optimization should be proposed in the form of a fixed upfront or periodic payment (proposals should specifically identify this as a Capacity Release/Capacity Utilization credit), or as a discount to index pricing. Value of capacity utilization should be based on all releasable capacity rights that Atmos holds on the associated pipeline, noting any exceptions herein described. The capacity utilization value will not be adjusted due to pipeline OFO's Force Majeure conditions or other general operating limitations. All bids should consider the potential for these operational limitations and adjust the capacity utilization value accordingly.

Bidders are highly encouraged to use the above preferred pricing in their proposal and the bid forms provided (Attachment A). Atmos may consider proposals having alternate index points and other forms of valuation for asset management activities.

8. Evaluation Criteria

The principal criteria on which proposals will be evaluated are as follows: 1) total delivered cost of gas supply over the term of the contract, 2) reliability of the supply, and 3) the financial viability of the respondent. Atmos has the right to consider any other factors that may be relevant to its gas supply needs.

9. Evaluation Duration

The proposal must be valid for fifteen (15) business-days after the submittal deadline.

10. Proprietary Data in Proposal

A proposal may include data which the respondent does not want disclosed to the public or used by Atmos for any purpose other than proposal evaluation. Reasonable care will be exercised so that proposal data is not disclosed or used without the respondent's permission, except to meet regulatory filing requirements. Such data filed for regulatory requests shall be filed as confidential information.

11. Rejections of Proposal

Atmos reserves the right to reject any or all proposals, and to re-solicit for proposals in the event that all proposals are rejected. Any proposal may be modified prior to the submittal deadline by written request of the bidder.

12. Submittal Instructions

Proposals must be received via U.S. Mail, Courier Service or hand delivered in a sealed envelope marked as indicated below, on or before **Wednesday, October 16, 2013, by 4:00 P.M. Central Time**. No proposal will be opened prior to the stated deadline. Any proposals received after the stated deadline will be returned unopened.

Proposals should be marked externally as **“Proposal for Natural Gas Supply and AMA (Atmos Kentucky-TGP)”** and mailed to:

Adam Hancock, CPA, CVA
Riney Hancock CPAs PSC
2900 Veach Road Suite #2
Owensboro, KY 42303

**ATTACHMENT A
Atmos Energy Corporation - Bid Form
Kentucky/Mid-States Division - TGP Area**

Bidding Company: _____ Contact Name : _____
 Contact Phone #: _____
 Contact Email: _____

Index Based Commodity Bid

			Comments/other rates *
Base Load Supply:			
Tennessee Gas Pipeline	(IFERC TGP La, 500 leg + NYMEX Close) / 2	(+) or (-) \$ _____ per dth	_____
Sell Backs:			
Tennessee Gas Pipeline	Gas Daily Daily Louisiana-Onshore South, Tennessee, 500 Leg Midpoint	(+) or (-) \$ _____ per dth	_____
Incremental Supply:			
Tennessee Gas Pipeline	Gas Daily Daily Louisiana-Onshore South, Tennessee, 500 Leg Midpoint	(+) or (-) \$ _____ per dth	_____

*If there are any incremental demand charges or fuel, please note in comment section.

Proposal may offer value for capacity optimization in the form of a discount to index commodity bid.
 In lieu of, or in addition to, a commodity discount, proposal may include a fixed payment bid. The value of the fixed payment should be summarized below.

Capacity Release/Utilization Annual Value of Fixed Payment Bid

Annual Amount to Atmos for Asset Manager's fixed optimization payment (to be paid as a fixed upfront or periodic payment or credit): \$ _____ annual**
 **(Positive signifies payment/credit to Atmos, negative signifies a charge to Atmos)

Asset manager must be able to provide gas at primary receipt points when secondary points are curtailed.

Asset manager shall dispatch gas to Atmos using the least cost supply first inclusive of variable transportation and fuel, acting in the best interest of Atmos at all times. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. In bidding on this RFP, asset manager indicates understanding and acceptance of this requirement.

ATTACHMENT B

ATMOS ENERGY CORPORATION
PIPELINE CONTRACT SUMMARY

Tennessee Gas Pipeline - Firm Storage Service

										RECEIPTS		DELIVERIES					
Rate																	
Schedule	Contract #	Termination	Notice	Zone	Leg		Primary Receipt Pt		MDIQ	Zone	Leg	Primary Delivery Pt	MDWQ	Comments			
FS-MA	2383	3/31/2019	1 year	01	100	060025	Portland Storage Injection		6,026	01	100	070025	Portland Storg W/D	19,784	MSQ 903,859 MMBtu No ratchets per contract		
		Evergreen															
FS-PA	2384	3/31/2019	1 year	01	100	060020	Portland Storage Injection		2,731	01	100	070020	Portland Storg W/D	2,914	MSQ 409,679 MMBtu No ratchets per contract		
		Evergreen															

Tennessee Gas Pipeline - Firm Transportation Service

				RECEIPTS				DELIVERIES			
Rate	Contract #	Termination	Notice	Zone	Leg	Primary Receipt Pt	MDQ Dth	Zone	Leg	Primary Delivery Pt	Dth/d
FT-A *	95033	3/31/2019	1 year	00	100	011911 Wharton County Transport Exchge or any Zone 0 or Zone 1 receipt meter	12,000	02	100	020009 Greensburg KY	100

02	100	020010 Campbellsville KY	100
02	100	020014 Danville KY	5,800
02	100	020028 Harrodsburg KY	100
02	100	020029 Lancaster -KY	5,500
02	100	020030 Lebanon KY	100
02	100	020338 Perryville KY	100
02	100	020445 Hustonville KY	100
02	100	021000 Simpson	100
			12,000

Zone Leg Secondary Delivery Pt

L	800	020822 Egan Storage
L	800	020825 Jefferson Island Storage
L	800	021043 Pine Prairie Storage
01	100	020042 East Lobelville Tennessee
01	100	020911 Greenville Delivery
01	100	060017 Bear Creek Storage Injection
01	100	060020 Portland Storage Injection
01	100	060025 Portland Storage Injection
01	500	020289 Greenbrier Tennessee
01	500	020411 Hamilton Mississippi
01	500	020702 Petal Mississippi Storage
01	500	020765 Aberdeen Sales
01	500	020766 New Hope Sales
01	500	020797 Petal Storage Field
01	500	020807 Pine Springs Road
01	500	021039 Freebird Storage
01	500	021047 Caledonia Storage
01	500	021061 Monroe Storage
01	800	020211 Greenwood Mississippi
01	800	020279 Crowley Louisiana
01	800	020328 Hardy Sta Miss
01	800	020441 Transylvania Louisiana
01	800	020506 Holcomb Mississippi

FT-A *	k# TBD	Nov - Mar	01	100	012763 Texas Gas E Reed or any downstream points in path to Harrodsburg 020028	2,500
--------	--------	-----------	----	-----	---	-------

02	100	020028 Harrodsburg KY	2,500
----	-----	-----------------------	-------

	Zone	Leg	Primary Receipt Pt	Months					
				JAN, FEB, DEC	MAR, NOV	APR	MAY	JUN-SEP	OCT
L	800	012012	Bell City Transport (Bi 20684)	2,000	1,000	-	-	-	-
L	800	012398	Jefferson Island (Bi 20825)	4,000	4,000	3,000	-	-	1,000
L	800	012690	Sabine	6,000	6,000	3,000	1,500	1,000	1,000
L	500	012882	Port Sulpher	4,000	4,000	3,000	-	-	-
L	100	070020	Portland Storage Withdrawal	8,000	8,000	3,000	1,500	1,000	2,000
				24,000	23,000	12,000	3,000	2,000	4,000

	Zone	Leg	Primary Delivery Pt	Months					
				JAN, FEB, DEC	MAR, NOV	APR	MAY	JUN-SEP	OCT
02	100	020009	Greensburg KY	100	100	100	100	100	100
02	100	020010	Campbellsville KY	2,900	2,900	1,000	100	100	100
02	100	020014	Danville KY	11,800	10,800	5,500	2,200	1,200	3,200
02	100	020028	Harrodsburg KY	5,900	5,900	4,000	100	100	100
02	100	020029	Lancaster -KY	100	100	100	100	100	100
02	100	020030	Lebanon KY	2,900	2,900	1,000	100	100	100
02	100	020338	Perryville KY	100	100	100	100	100	100
02	100	020445	Hustonville KY	100	100	100	100	100	100
02	100	021000	Simpson	100	100	100	100	100	100
				24,000	23,000	12,000	3,000	2,000	4,000

NOTES: Asset Manager is required to comply with all Tennessee Gas Pipeline tariff provisions for the applicable rate schedules.
 * Receipts and/or deliveries to points other than those listed above during the term of Shippers Service Package shall result in Shipper being assessed Tennessee's maximum reservation rate for the primary path divided by the number of days in the month for the entire contract TQ on the day(s) of such deliveries and the maximum daily commodity rates under Rate Schedule FT-A as well as the applicable fuel and loss charges and surcharges.

Attachment C

Atmos Energy Corporation
 TGP-KY Gas Supply Plan
 Projected Summer 2014
 All Volumes MMBTU

Tennessee Gas Area	30		31		30		31		31		30		31		214
	Apr-14, Monthly	Daily	May-14 Monthly	Daily	Jun-14 Monthly	Daily	Jul-14 Monthly	Daily	Aug-14 Monthly	Daily	Sep-14 Monthly	Daily	Oct-14 Monthly	Daily	Summer Total
Total Requirements	157,054	5,235	77,890	2,513	54,941	1,831	50,738	1,637	50,437	1,627	58,368	1,946	114,628	3,698	564,056
FS-MA Storage inj.	116,210	4,990	116,210	4,830	116,210	4,990	116,210	4,830	116,210	4,830	116,210	4,990	116,210	4,830	813,472
FS-PA Storage inj.	52,673	640	52,673	620	52,673	640	52,673	620	52,673	620	52,673	640	52,673	620	368,711
Total Injections	168,883	5,630	168,883	5,450	168,883	5,630	168,883	5,450	168,883	5,450	168,883	5,630	168,883	5,450	1,182,183
TOTAL PURCHASES	325,937	10,865	246,773	7,960	223,824	7,461	219,621	7,085	219,321	7,075	227,252	7,575	283,512	9,146	1,746,239

Asset Manager should assume beginning storage inventories on April 1, 2014 of 5% of the MSQ on all storage contracts.

Note: Purchases reflect storage activities; Purchases are the delivered volumes net of fuel.

Attachment C

Atmos Energy Corporation
 TGP-KY Gas Supply Plan
 Projected Winter 2014-2015
 All Volumes MMBTU

Tennessee Gas Area	30		31		31		28		31		151 Winter Total
	Nov-14 Monthly	Daily	Dec-14 Monthly	Daily	Jan-15 Monthly	Daily	Feb-15 Monthly	Daily	Mar-15 Monthly	Daily	
Total Requirements	247,234	8,241	423,770	13,670	495,640	15,988	393,184	14,042	294,731	9,507	1,854,559
FS-MA Storage w/d	99,424	3,314	180,772	5,831	253,081	8,164	180,772	6,456	99,424	3,207	813,473
FS-PA Storage w/d	73,254	2,442	75,696	2,442	75,696	2,442	68,370	2,442	75,696	2,442	368,711
Total Withdrawals	172,678	5,756	256,467	8,273	328,776	10,606	249,142	8,898	175,120	5,649	1,182,184
TOTAL PURCHASES	74,556	2,485	167,302	5,397	166,864	5,383	144,041	5,144	119,611	3,858	672,375

Note : Purchases reflect storage activities; Purchases are the delivered volumes net of fuel.

	MSQ	MDWQ
FS-MA	903,859	19,784
FS-PA	409,679	2,914

Attachment D

General Items for Kentucky Service Area

- ◆ Certain assets may be unused after asset manager has supplied Atmos' full gas supply requirements, asset manager is willing to assume the obligations and risks that may lead to financial loss which accompany the potential for financial gain in connection with the value optimization of such otherwise unused assets.
- ◆ Asset manager acknowledges that it is paramount in its role as asset manager, that it would not impair or adversely affect, under any circumstances the reliability of Atmos' system or service to its customers through any action or inaction.
- ◆ Asset manager shall dispatch gas to Atmos using the least cost supply first, acting in the best interest of Atmos. Atmos may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests. Bidding on this RFP indicates understanding and acceptance of this requirement.
- ◆ **Asset manager's rights to storage and associated transportation are secondary to Atmos' rights.**
- ◆ "Regulatory Out" language must be included in the agreement addressing the potential of regulations which may render the agreement illegal or unenforceable or materially adversely affecting the ability of Atmos or the asset manager to perform this agreement. For either Party:
 1. a court or governmental agency with jurisdiction (including without limitation the Kentucky Public Service Commission or the Federal Energy Regulatory Commission) reverses, withdraws or otherwise modifies, with a result unacceptable to such party in its sole discretion, any applicable law, regulation order, ruling, opinion or other determination believed to be necessary to proceeding with the transactions contemplated under the Agreement;
 2. such change causes the impacted Party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according the terms of the agreement would be in violation of any applicable law, regulation, order, ruling or opinion, and
 3. the Parties are unable, after good faith negotiations, to renegotiate the Agreement to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit.

For the asset manager: if a court or governmental agency with jurisdiction determines that the asset manager is subject to the jurisdiction of the Kentucky Public Service Commission as a result of the execution, delivery or performance of any Agreement.

- ◆ The selected asset manager is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, or tariff provision of any Federal, State or local governing entities including asset manager's election to deviate from Atmos' planned flowing and storage gas injections and/or withdrawal requirements. In addition, the asset manager shall bear sole financial responsibility, and shall pay to the applicable pipeline company (or reimburse Atmos if required to pay) any imbalance or overrun penalty, cost, charge, or cash-out cost (collectively referred to in this Agreement as an "Imbalance Charge") assessed as a result of an over-delivery or under-delivery of gas. Failure to do so could result in the cancellation or termination of any contract entered into as a result of the award at Atmos' sole discretion. Furthermore, should Atmos elect to terminate the agreement, the asset manager will be responsible for any and all costs, including any price differentials and reasonable legal fees associated with Atmos replicating the contracted service with a replacement counterparty. All penalties imposed by any pipeline under this agreement due to the actions (or inaction) of the asset manager will be the responsibility of the asset manager.

- ◆ The asset manager will also be required to provide routine and timely documentation of all transactions, utilizing Atmos' assets including but not limited to, contracts, volumes, rates, offers made, offers rejected. The asset manager shall maintain documents and records of all transactions that utilize Atmos' gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by Atmos and any applicable regulatory authority having jurisdiction. Asset manager shall comply with all applicable federal and state laws, regulations and orders of regulatory authorities having jurisdiction in connection with its performance of its obligations under the agreement, the use and management of the managed assets and the supply of commodity to Atmos.

- ◆ For asset management, actual requirements, during each month, will result in variances from the initial Plan storage estimates. Asset manager will track and report Atmos' "paper" storage inventory balances and the physical storage inventory balances during the Term in order to administer injections and withdrawals made on paper for billing purposes and the physical injections and withdrawals made by the asset manager. The "paper" inventory injections and withdrawals will be calculated each day based on the difference between the quantities scheduled and confirmed by the asset manager (purchased by Atmos Energy) on that day and the quantity metered at the City Gate excluding third party transportation quantities. Asset manager and Atmos Energy will have weekly progress communications to review such quantities and inventory levels. During each month, Atmos will review the variance in the estimated storage levels resulting from actual requirements and the gas purchased, per the Gas Purchase Plan, for the current month. This evaluation may result in a change to the planned purchases for the subsequent months. Atmos will advise the asset manager of changes, if any, to the planned purchases for the upcoming month not later than five (5) business days prior to the beginning of the next flow month.

- ◆ For operational purposes, the Physical and Plan Storage inventory levels must be at the appropriate levels at the beginning of each winter season to ensure reliability of supply.

Attachment E

SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

Dated _____, 20____
By and between

and
Atmos Energy Corporation

If any term of these Special Provisions conflicts with any term of the Base Contract, these Special Provisions shall govern. Any definition used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning herein.

Any reference herein to "General Terms and Conditions" shall mean the document attached to and forming part of the Base Contract entitled "General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas" and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

SECTION 1. PURPOSE AND PROCEDURES

The second and third sentences of Section 1.2 are deleted and replaced with the following:

A binding agreement for the purchase and sale of natural gas shall be formed and effectuated between the parties upon the parties' agreement on Contract Price, Contract Quantity, Delivery Period and Delivery Point(s) ("Minimum Contract Terms"). Such binding agreement may be made by an oral offer (whether by telephone, in-person or otherwise) and by oral acceptance (whether by telephone, in-person or otherwise).

The following shall be added as the last sentences of Section 1.2:

In the absence of a written Transaction Confirmation that the parties have signed or are deemed to have accepted, any evidence may be used to establish the terms of a transaction, including, without limitation, any recording of a conversation, oral testimony, data in a computer system, trade tickets, instant message, and written notes. **THE PARTIES HEREBY WAIVE ALL PROVISIONS OF ANY APPLICABLE STATUTE OF FRAUDS WITH RESPECT TO ANY TRANSACTIONS SUBJECT TO THIS CONTRACT; PROVIDED HOWEVER, AMENDMENTS TO THE CONTRACT MUST BE IN WRITING AND SIGNED BY THE PARTIES.** The parties agree not to contest or assert a defense to the validity or enforceability of transactions entered into orally under laws relating to whether certain agreements are to be in writing or signed by the party to be thereby bound.

SECTION 2. DEFINITIONS

Delete the existing Section 2.8 and substitute the following:

2.8. "Confirming Party" shall mean the party as designated below to prepare and forward Transaction Confirmations to the other party.

Confirming Party shall be Party B with respect to any transactions between Party A and Party B's Mid-Tex Division, which is limited to gas purchases in Texas and includes all purchases into Atmos Pipeline Texas.

Confirming Party shall be Party A with respect to any transactions between Party A and any Division of Party B other than its Mid-Tex Division.

Delete the existing definition in Section 2.13 and substitute the following:

2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a performance bond, guaranty, accelerated payment or other mutually acceptable form of security.

Attachment E

Delete the first sentence of Section 2.31 and substitute the following:

2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the index agreed to by the parties for the relevant Day or if the listed index is not based on Gas Daily, then the Gas Daily index that is closest in proximity and commercially reasonable as compared to the index agreed to by the parties; provided, if there is no single price published for said index for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low price. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

Delete Section 2.32 and substitute the following:

2.32. "Transaction Confirmation" shall mean a writing similar to the form of Exhibit A setting forth, at minimum, the Contract Price, Contract Quantity, Delivery Period and Delivery Point(s).

SECTION 3. PERFORMANCE OBLIGATION

The following new Section 3.5 is added:

3.5. Notwithstanding anything in this Contract to the contrary, in the event: (i) a transaction has a Firm obligation; (ii) as a result from an event of Force Majeure Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Contract Quantity for such transaction; (iii) the Delivery Period for such transaction is at least one month; and (iv) the Contract Price is a Fixed Price (as defined below), then

a. If the FOM Price (as defined below) is above the Fixed Price, Seller will pay Buyer, for each MMBtu of Gas not delivered and/or received, the difference between the FOM Price and the Fixed Price.

b. If the FOM Price is below the Fixed Price, Buyer will pay Seller, for each MMBtu of Gas not delivered and/or received, the difference between the Fixed Price and the FOM Price.

For purposes of this Section 3.5, the "Fixed Price" means the Contract Price for a transaction that is expressed as a set amount. Fixed Price includes prices that were converted from an index-based price or a NYMEX basis to a set amount upon the agreement of the parties.

For purposes of this Section 3.5, the "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month of delivery as published in the Inside FERC Gas Market Report (or other mutually agreed to publication) for the specific index agreed to by the parties.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

Section 8.3 is supplemented by inserting the following as the last two sentences of that section:

Each party shall indemnify, defend and hold harmless the other party against any taxes for which such party is responsible under Section 6. Neither party shall be obligated to indemnify, defend, or hold the other party harmless to the extent any liability, suit, action, damage, loss or expense arises out of or in connection with any intentional act, negligent act or negligent failure to act on the part of the other party, its officers, agents, or employees.

SECTION 10. FINANCIAL RESPONSIBILITY

Delete the existing Section 10.1 and substitute the following in lieu thereof:

10.1. If either party ("X") has reasonable grounds for insecurity regarding the occurrence of a material change in the creditworthiness of the other party ("Y"), then X may demand "Adequate Assurance of Performance". Adequate Assurance of Performance shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including an accelerated payment, a standby irrevocable letter of credit (in form and substance and from a commercial U.S. Bank, or U.S. branch of a foreign Bank, acceptable to X in its reasonable discretion), a prepayment, or performance bond or guaranty by an entity that is acceptable to X in its reasonable discretion. The "occurrence of a material change in the creditworthiness of Y" shall mean that Y does not have a Credit Rating or such Credit Rating

Attachment E

is less than investment grade. "Credit Rating" means, with respect to Y on any date of determination, the respective rating then assigned to its unsecured and unsubordinated long-term debt by Standard & Poor's Ratings Group, a division of The McGraw-Hill, Inc. ("S&P") and/or Moody's Investors Service, Inc. ("Moody's"). If such ratings are assigned by both S&P and Moody's, then its Credit Rating will be the higher of such ratings.

Delete existing (vii) in Section 10.2 and substitute the following in lieu thereof:

"(vii) fail to give Adequate Assurance of Performance under Section 10.1 within five (5) Business Days of a written request by the other party;"

The following sentence is added immediately following the last sentence of Section 10.2:

"If Seller suspends deliveries pursuant to the preceding sentence, then Buyer's obligation to purchase such suspended deliveries will be extinguished."

The following sentence shall be inserted at the end of Section 10.3.1 Early Termination Damages apply:

In addition to all other amounts calculated hereunder, the Defaulting Party shall reimburse the Non-Defaulting Party for reasonable expenses incurred by the Non-Defaulting Party in terminating and liquidating the Terminated Transactions and any related hedges, such as brokerage fees, commissions and other transactional costs, as well as attorneys' fees and expenses incurred by the Non-Defaulting Party during the occurrence and continuation of an Event of Default in connection with the enforcement or the preservation of its rights under this Contract.

SECTION 11. FORCE MAJEURE

Section 11.2(ii) is deleted and the following is substituted in lieu thereof:

"(ii) abnormal weather-related events affecting an entire geographic region, such as extremely low temperatures which cause freezing or failures of wells or lines of pipe;"

Section 11.2(iii) is modified by inserting after "Transporters" and before the "," the following:

"as a result of force majeure"

SECTION 12. TERM

Section 12 shall be modified to delete the second sentence of this section and replace it with the following:

The rights of either party pursuant to: (i) Section 7.6, (ii) Section 10, (iii) Section 13, (iv) Section 15.10, (v) the obligations to make payment hereunder, and (vi) the obligation of either party to indemnify the other pursuant hereto, and Section 15.14 shall survive the termination of this Base Contract or any transaction.

SECTION 15. MISCELLANEOUS

The following amendments shall be made to Section 15.10.

(i) Beginning on the second line, delete the parenthetical and replace it with the following: "(other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential)".

(ii) Add after "published index" in (v) of this section: "provided, however, that such information does not include the identity of the other party to a Transaction."

(iii) Add the following new sentence to the end of the first paragraph of Section 15.10 after the word "transaction". "With respect to any financial statements provided in connection with the Contract, this obligation shall survive for a period of three (3) years following the date such financial statements were provided to a party."

(iv) The last paragraph of Section 15.10 shall be deleted and the following substituted in lieu thereof:

Attachment E

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, without obligation to notify the other party prior to disclosure.

The following new Sections 15.13, 15.14 and 15.15 are added:

15.13. This Contract shall be considered for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

15.14. This Section 15.14 applies solely to transactions between Seller and Buyer's Mid-Tex Division. Seller acknowledges its understanding that Buyer's Mid-Tex Division will utilize an intrastate pipeline (i.e. Atmos Pipeline Texas) to transport the Gas after delivery by Seller. Therefore, Seller represents that any such Gas Buyer's Mid-Tex Division utilizes on an intrastate pipeline that is sold and delivered pursuant to this Contract will be transported, prior to delivery to Buyer's Mid-Tex Division, in a manner that would not subject Buyer's Mid-Tex Division's transporter or Buyer's Mid-Tex Division's transporter's facilities to regulation under the Natural Gas Act of 1938 (NGA). If, at any time during the term of this Contract, any act is performed or fails to be performed, that results or will result in Buyer's Mid-Tex Division's transporter or Buyer's Mid-Tex Division's transporter's facilities becoming subject to regulation under the NGA due to transportation of Gas sold and delivered pursuant to this Contract, all deliveries of such Gas will be immediately terminated, and this Contract will be deemed of its own terms to have terminated on the Day before the date of such occurrence; provided, however, such termination will never be construed to impair any rights of the aggrieved party with regard to such breach of contract.

15.15. This Section 15.15 applies solely to transactions between Seller and Buyer's Mid-Tex Division. Notwithstanding the price set forth in the applicable Transaction Confirmation, for any Supply Type designated in a Transaction Confirmation as term or baseload, Buyer's Mid-Tex Division has the ongoing ability to convert the price payable hereunder to a fixed price for all or any portion of the Gas covered by this Agreement in any or all Months during the Period of Delivery; provided that Buyer's Mid-Tex Division and Seller mutually agree on the Final Fixed Price before 12:00 noon central time prior to the close of the New York Mercantile Exchange ("NYMEX") natural gas futures market with respect to the Month(s) during which such Final Fixed Price will be applicable.

For the purposes of this Section, the Final Fixed Price will consist of three components:

- (i) the per MMBtu discount or premium set forth in the applicable Transaction Confirmation;
- (ii) the locational basis differential between Henry Hub and the relevant locational index agreed upon by the Parties (the "Basis Adjustor"); and
- (iii) the applicable NYMEX price.

If the Parties agree to fix the price payable hereunder under the terms of this Section 15.15, the Parties may mutually agree on a Final Fixed Price that is inclusive of all three components without specifically delineating each component.

The Parties may agree to fix the Basis Adjustor and the NYMEX price at the same time, or at different times; however, if Buyer and Seller negotiate a Basis Adjustor to apply during any particular Month(s), but Buyer's Mid-Tex Division does not at the same time elect to set the NYMEX price for such Month(s), and thereafter Buyer's Mid-Tex Division and Seller do not agree to a NYMEX price with respect to such Month(s) before 11:30 a.m. central time prior to the close of the NYMEX natural gas futures market with respect to such Month(s), then Buyer's Mid-Tex Division and Seller will be deemed to have agreed to a Final Fixed Price equal to the final NYMEX settlement price for such Month(s) adjusted for the Basis Adjustor and adjusted for the stated discount set forth above.

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED, OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

By: _____
Title: _____

ATMOS ENERGY CORPORATION
By: _____
Title: VP, Gas Supply & Services

Attachment F

Atmos Kentucky – TGP
NOMINATED VOLUMES

TO:

gcontrol@atmosenergy.com
phone number (800)-533-4781

DATE/TIME

FROM:

Company Name
Fax #:
Name
Email Address:
after hours contact:

desk (123) 456-7890
cell (123) 456-7890
home (123) 456-7890

REVISED (INTRADAY)		IF REVISED INPUT							
UPDATED (TIMELY)		YES OR NO							
METER #	POINT NAME	MDQ	Day of the Week						
			Date						
020009	Greensburg		-	-	-	-	-	-	-
020010	Campbellsville		-	-	-	-	-	-	-
020014	Danville		-	-	-	-	-	-	-
020029	Harrodsburg								
020029	Lancaster		-	-	-	-	-	-	-
020338	Perryville		-	-	-	-	-	-	-
020445	Hustonville								
021000	Simpson								
TOTAL			-	-	-	-	-	-	-

Public

DR-08

DR 8-5P, KY TGP RFP 2015-2017 PUBLIC



September 19, 2014

RE: Request for Proposal
Asset Manager & Gas Supply Requirements

Atmos Energy Corporation is seeking proposals for firm gas commodity requirements and management of the transportation/storage contracts serving our Tennessee Gas Pipeline (TGP) Kentucky area. Attached are proposal guidelines and attachments with supply requirements, receipt point capacity and estimated usage.

Proposals should be sent to Riney Hancock, CPAs (on behalf of Atmos) and must be received by 4:00 P.M Central Time on Monday, October 20, 2014. Atmos will evaluate the proposals received, and all respondents to this RFP will be notified whether or not they are selected as the asset manager.

We look forward to receiving your proposal.

Sincerely,

Kim Griffith

Kim Griffith
Gas Supply Representative

**ATMOS ENERGY CORPORATION
GAS SUPPLY REQUEST FOR PROPOSAL (“RFP”)
FOR NATURAL GAS SUPPLY AND ASSET MANAGEMENT
KENTUCKY SERVICE AREA- TENNESSEE GAS PIPELINE
September 19, 2014**

1. RFP Overview

Atmos Energy Corporation (“Atmos”) is seeking proposals from qualified suppliers to provide firm natural gas commodity requirements and asset management of its transportation and storage contracts for its Kentucky service area served by Tennessee Gas Pipeline (TGP). Proposals should be submitted on the attached Bid Form, Attachment A. The term of the agreement will commence on April 1, 2015 and continue twenty-four months through March 31, 2017.

**ALL PROPOSALS MUST BE PREPARED IN ACCORDANCE WITH RFP
REQUIREMENTS AND MUST BE RECEIVED IN WRITTEN FORM ON OR BEFORE
MONDAY, OCTOBER 20, 2014, BY 4:00 PM CENTRAL TIME.**

2. RFP Communication

Atmos RFPs are issued electronically via the Atmos Energy RFP website. Potential bidders should register to view and receive electronic notification of Atmos’ RFPs through the Atmos Energy website at <https://www.atmosenergy.com/cs/gassupply/> and click on “Register.”

Any requests for additional information not contained in this RFP are required in writing. Requests should be submitted via the Atmos RFP website. Responses to reasonable requests, at Atmos’ sole discretion, will be available for viewing by all registered parties via the Atmos RFP website. The identity of the party requesting additional information will be kept confidential. In order to submit a question, please click on the “Questions and Answers for this Activity” link corresponding with this RFP and type in the question. Questions should be submitted no later than Thursday, October 9, 2014. Responses will be posted on the Atmos RFP website as soon as possible, but no later than Monday, October 13, 2014. Interested parties are encouraged to visit the website periodically throughout the RFP open period for updated postings.

3. Background

Kentucky Service Area – TGP

The pipeline delivering to this service area is Tennessee Gas Pipeline (TGP). Upstream of its Service Area, Atmos has a combination of year-round, sculpted, and winter firm transportation and storage capacity to provide for its system requirements (see Attachment B, Asset Portfolio). Maximum winter deliverability to this Kentucky service area is 39,000 Dth/d. Atmos’ Kentucky weather normalized annual purchase requirements on TGP are approximately 2.4 Bcf for system supply. Projected purchase volumes are provided to assist you in the preparation of your proposal. These volumes are informational only and may or may not be indicative of future requirements (see Attachment C, Winter/Summer Gas Supply Plans). Atmos’ Kentucky annual

thru-put on TGP is approximately 4.7 Bcf, of which 49% is attributable to third party transportation customers.

Atmos will provide the Gas Supply Plan with substantially similar information to that in Attachment C, TGP-KY Gas Supply Plan. Atmos may make changes to that plan on a month-ahead basis by providing changes to the asset manager five (5) business days before the end of the month – see Section 6.

Assets Provided by Atmos to Asset Manager

Atmos' TGP Kentucky service area currently has one FT-G small customer firm transportation contract, two FT-A firm transportation contracts, as well as an FS-MA and an FS-PA firm storage contract. In addition to the 38,500 Dth/d transportation capacity, Atmos anticipates having a winter only contract available each winter for 500 Dth/d; however, the contract has not yet been finalized with TGP. If the availability of the winter only contract affects the Asset Management Value, please indicate on the bid form.

Please see the description of the contracts provided in Attachment B, Asset Portfolio. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity and will transfer its storage inventory to the asset manager subject to the asset manager's obligation to provide Atmos' full requirements, up to Atmos' transportation and storage contractual entitlements, to Atmos' distribution systems. Demand charges associated with the zero rate capacity releases will be billed directly to Atmos by the pipeline. The asset manager will bill Atmos for fuel and transportation commodity charges associated with providing deliveries to Atmos' city gates for Atmos' requirements using the least cost receipt and delivery points per the contracts (see Attachment B).

The physical storage inventory balances at commencement will establish the beginning values in Atmos' billable paper storage inventory accounts tracked by the asset manager. At the conclusion of the asset management term, March 31, 2017, the asset manager shall have the physical inventory balances in close agreement with billable paper storage inventory levels. This will facilitate the zero cost storage inventory transfer back to Atmos. Any difference between an ending physical inventory and ending paper inventory shall be minimal and will be settled via cashout between asset manager and Atmos.

Balancing TGP

The difference between Atmos' TGP FOM baseload purchases plus incremental quantities less sellbacks and the Company's actual usage will be balanced on paper by the asset manager utilizing the TGP FS-MA storage contract. Regardless of how the asset manager physically balances the system, the asset manager will track the billable paper FS-MA inventory as if that contract takes the swing. The asset manager will track the billable paper FS-PA storage activity and inventory in accordance with the Atmos billable plan storage injections and withdrawals per the TGP-KY Gas Supply Plan (see Attachment C), as adjusted by Atmos with monthly or daily updates, at Atmos' sole discretion. **When necessary for operational purposes, determined at Atmos' sole discretion, Atmos has the right to utilize the full contractual storage**

withdrawals on any day. When storage withdrawals are adjusted for operational purposes Atmos will make a best efforts basis to balance back to the monthly billable plan volume. The transportation customers are kept whole to their nominations and balance on Atmos' storage. The asset manager shall track and report the paper and physical storage inventory balances as further described in Attachment D, General Items for Kentucky Service Area.

4. Form of Agreement

The agreement will be on the standard 2006 form of Base Contract for the Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB). The NAESB will also include Atmos' special provisions (see Attachment E), additional special provisions that may be mutually agreed upon, and a transaction confirmation specifically incorporating the terms and conditions herein specified (or as otherwise set forth in a successful proposal) and pricing contained in the successful proposal. Existing suppliers who already have an executed base contract may continue under the existing contract.

5. Asset Management

The transaction with the asset manager is intended to qualify as an "Asset Management Arrangement" as defined in the Federal Energy Regulatory Commission's ("Commission") Order No. 712 and its regulations, as amended, set out in 18 CFR §284.8. All releases of FERC jurisdictional storage and transportation capacity under the Agreement shall conform to FERC's definition of an Asset Management Agreement, including the required conditions and delivery obligations, shall be non-biddable, pre-arranged releases and shall be made in a manner consistent with (a) the FERC's capacity release regulations, and (b) applicable pipeline tariffs. The capacity released will be for the term of this agreement or if shorter, the term of the associated contracts as detailed on Attachment B, Asset Portfolio and will be fully recallable. The final transaction confirmation will include the following language:

"The capacity may be recalled immediately upon (i) a breach that leads to the termination of the Asset Management Arrangement; (ii) failure by asset manager to fulfill its delivery obligations subject to the terms and conditions of the Asset Management Arrangement; or (iii) the mutual agreement of the parties."

The asset manager will be obligated to provide all firm system supply requirements on any and every day of the term up to the applicable daily contract demand of Atmos' released capacity. Furthermore, the selected asset manager will be responsible for the management of pipeline capacity and storage contracts, in accordance with gas supply plans provided by Atmos. The asset manager will be responsible for making all nominations to the pipeline for flowing gas. Management of pipeline imbalances and contract imbalances is included in this asset management service.

The asset manager will have the right to deliver quantities to Atmos utilizing transportation and/or storage service other than the managed capacity provided that (i) there will be no reduction in service, quantity or reliability to Atmos, and (ii) there will be no pricing change for the service delivered by the asset manager. The asset manager will invoice and pass through commodity and fuel costs to Atmos pursuant to the transportation routes and storage activity

using the quantities and transportation/storage capacity specified in Atmos' plan requirements and the pricing set forth in the agreement between Atmos and the asset manager regardless and separate from actual transportation and storage physical activity.

The asset manager selected is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, tariff provision of any Federal, State, or local governing entities including asset manager's election to deviate from the company provided planned flowing and storage gas injections and/or withdrawal requirements. In addition, the asset manager will be responsible for any penalties or incremental costs incurred by Atmos when asset manager does not comply with tariff provisions and/or operational flow orders issued, either by the transportation service provider or by Atmos as defined in the final contract.

6. Performance and Supply Requirements

All gas supply is to be firm, assuring that natural gas supply services will meet all contractual obligations without fail. Additionally, notwithstanding any Force Majeure provisions in the Base Contract for Sale and Purchase of Natural Gas (NAESB) (2006) or Special Provisions, the winning bidder must be willing to incorporate the following Force Majeure provisions or alternative language of equivalent effect acceptable at Atmos' sole discretion:

- "If on any Day a Force Majeure event partially restrains a Party's ability to perform (i) its Firm obligations to the other Party for any transaction(s) at a Receipt or Delivery Point and (ii) it has Firm obligations to other counterparties under transaction(s) at the same Receipt or Delivery Point, then all Firm obligations of the restrained Party at the Receipt or Delivery Point shall be reduced *pro rata*, without regard to the price paid or received for Gas.
- "If on any Day the asset manager declares a Force Majeure event that results in the curtailment of Gas to be supplied to Atmos, then Atmos shall have the day-ahead and intra-day rights to direct asset manager to schedule and nominate incremental transportation capacity quantity equivalent to the amount of Gas supply of which was subject to Force Majeure."

When reasonable grounds for insecurity of performance arise, Atmos may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Atmos, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Atmos, a performance bond or a guarantee by a creditworthy entity. Atmos may, from time to time, request such credit information as may reasonably be required to determine the creditworthiness of the asset manager.

Asset Manager may use any alternate receipt points to supply gas, but asset manager is responsible for incremental transport charges as a result of alternate points. **Also, the asset manager must provide gas at primary receipt points when secondary points are curtailed.**

Asset manager shall invoice gas to Atmos using the least cost supply first (including variable transportation and fuel costs), acting in the best interest of Atmos at all times. Atmos may request documentation substantiating these costs and may have to provide such

documentation in response to regulatory requests. In bidding on this RFP, asset manager indicates understanding and acceptance of this requirement.

Atmos will notify the asset manager of its first-of-month (“FOM”) baseload gas requirements, which are inclusive of planned storage injections or net of planned storage withdrawals (“Billable Plan”), within five (5) business days before the beginning of any month. Monthly purchase volumes will be determined and billed based on the Atmos plan as adjusted. Physical volumes on Atmos’ transportation and storage agreements/facilities may vary based on the asset manager’s utilization of the assets. The asset manager shall provide monthly support for billed volumes and measured volumes on transportation and storage agreements. Atmos will be obligated to take the FOM baseload quantity everyday of the applicable month, unless Atmos timely provides notification of a sell back. The difference between the FOM plan purchases plus incremental quantities plus plan storage withdrawals and the actual Atmos usage swings on the “paper” inventory tracking account. **Atmos will have the right to call for firm incremental quantities on a daily basis, including weekends and holidays, up to the full MDQ by providing the asset manager notice no later than 8:00 A.M. Central Time on the gas day prior to flow as defined by the Intercontinental Exchange.**

It is the asset manager’s responsibility to provide daily written communication on how the firm requirements are being met. The asset manager must provide Atmos’ Gas Control department with a summary nomination worksheet, Attachment F Gas Control Nom Sheet, containing the current day nominations plus nominations for the next five days. This worksheet shall be provided every weekday (except holidays) regardless, even if there are no changes. Nominations must reach Atmos’ Gas Control by 2:00 pm Central Time via email at gcontrol@atmosenergy.com.

7. Proposal Content

The following information may be required to be considered responsive to this RFP unless the proposing entity can clearly demonstrate that such information is not applicable to its circumstance. Any additional information that the supplier considers useful for Atmos to evaluate its proposal will be considered. Atmos may request additional information at a later date to assist in the decision making process.

Respondent Information

- Name and address of supplier
- Name, phone, and email of contact person for this proposal
- Evidence of supplier’s knowledge and experience in providing service proposed
- Evidence of supplier’s financial viability to provide the service proposed
- Business References

Respondent Term and Conditions

Respondent must provide any NAESB special provisions, and/or any required changes to Atmos' special provisions. Respondent must provide any special terms required in the transaction confirmation.

Proposals should be structured to provide firm gas supplies up to the maximum contract quantity indicated in Attachment B, Asset Portfolio. Proposals should present firm commodity sales based upon the pricing methodology described below:

Commodity Pricing

- First-of-month baseload purchases should be index based pricing, at a price equal to the simple average of the following two indices, flat, plus (+) a premium or minus (-) a discount:
 - The “**Inside FERC’s Gas Market Report**” first-of-the-month posting for Tennessee Gas Pipeline Co. – Louisiana, 500 Leg.
 - The New York Mercantile Exchange, **NYMEX Henry Hub last day** settlement price for the applicable business month of flow.
- Incremental purchases, in excess of the first-of-month baseload purchase volumes, should be priced at the **Gas Daily, Daily price survey midpoint index for Louisiana-Onshore South, Tennessee 500 Leg**, flat, plus (+) a premium or minus (-) a discount.
- Bids shall include pricing for Atmos to sell FOM supply back to the asset manager at a price equal to the **Gas Daily, Daily price survey midpoint index for Louisiana-Onshore South, Tennessee 500 Leg**, flat, plus (+) a premium or minus (-) a discount.
- All charges upstream of Atmos’ pipeline contracts receipt points shall be the sole responsibility of the asset manager.
- Bids should specify whether fuel and other variables are included in or are in addition to the bid price.
- Intraday purchases will be at a mutually agreeable price, and confirmed at the time of purchase. If the parties cannot agree on intraday pricing Atmos has the right to purchase intraday gas from other suppliers, and the asset manager is responsible for scheduling the alternative supply.

Capacity Utilization Pricing

The asset manager will have the opportunity to optimize transportation and storage assets (as applicable), subject to the obligation to utilize these assets to supply Atmos’ full system requirements. The value for asset optimization should be proposed in the form of a fixed upfront or periodic payment/credit. Proposals should specifically identify this as a Capacity Release/Capacity Utilization credit), or as a discount to index pricing. Value of capacity utilization should be based on all releasable capacity rights that Atmos holds on the associated pipeline, noting any exceptions herein described. The capacity utilization value will not be

adjusted due to pipeline OFO's Force Majeure conditions or other general operating limitations. All bids should consider the potential for these operational limitations and adjust the capacity utilization value accordingly.

Bidders are highly encouraged to use the above preferred pricing in their proposal and the bid forms provided (Attachment A). Atmos may consider proposals having alternate index points and other forms of valuation for asset management activities.

8. Evaluation Criteria

The principal criteria on which proposals will be evaluated are as follows: 1) total delivered cost of gas supply over the term of the contract, 2) reliability of the supply, and 3) the financial viability of the respondent. Atmos has the right to consider any other factors that may be relevant to its gas supply needs.

9. Evaluation Duration

The proposal must be valid for ten (10) business-days after the submittal deadline.

10. Proprietary Data in Proposal

A proposal may include data which the respondent does not want disclosed to the public or used by Atmos for any purpose other than proposal evaluation. Reasonable care will be exercised so that proposal data is not disclosed or used without the respondent's permission, except to meet regulatory filing requirements. Such data filed for regulatory requests shall be filed as confidential information.

11. Rejections of Proposal

Atmos reserves the right to reject any or all proposals, and to re-solicit for proposals in the event that all proposals are rejected. Any proposal may be modified prior to the submittal deadline by written request of the bidder.

12. Submittal Instructions

Proposals must be received via U.S. Mail, Courier Service or hand delivered in a sealed envelope marked as indicated below, on or before Monday, **October 20, 2014, by 4:00 P.M. Central Time**. No proposal will be opened prior to the stated deadline. Any proposals received after the stated deadline will be returned unopened.

Proposals should be marked externally as **"Proposal for Natural Gas Supply and AMA (Atmos Kentucky-TGP)"** and mailed to:

Adam Hancock, CPA, CVA
Riney Hancock CPAs PSC
2900 Veach Road Suite #2
Owensboro, KY 42303

**ATTACHMENT A
Atmos Energy Corporation - Bid Form
Kentucky/Mid-States Division - TGP Area**

Bidding Company: _____ Contact Name : _____
 Contact Phone #: _____
 Contact Email: _____

Index Based Commodity Bid

Comments/other rates *

Base Load Supply:			
Tennessee Gas Pipeline	(IFERC TGP La, 500 leg + NYMEX Close) / 2	(+) or (-) \$ _____ per dth	_____
Sell Backs:			
Tennessee Gas Pipeline	Gas Daily Daily Louisiana-Onshore South, Tennessee, 500 Leg Midpoint	(+) or (-) \$ _____ per dth	_____
Incremental Supply:			
Tennessee Gas Pipeline	Gas Daily Daily Louisiana-Onshore South, Tennessee, 500 Leg Midpoint	(+) or (-) \$ _____ per dth	_____

*If there are any incremental demand charges or fuel, please note in comment section.

Proposal may offer value for capacity optimization in the form of a discount to index commodity bid.
 In lieu of, or in addition to, a commodity discount, proposal may include a fixed payment bid. The value of the fixed payment should be summarized below.

Capacity Release/Utilization Value of Fixed Payment Bid

Value, over the 24-month term, to Atmos for Asset Manager's optimization of Assets (to be paid as a fixed monthly payment/credit): \$ _____ **
 (Positive signifies payment/credit to Atmos, negative signifies a charge to Atmos) **Total over 24-month term

Please indicate reduction in value, if any, if 500 Dth/d winter-only is not provided by Atmos. \$ _____

Asset manager must be able to provide gas at primary receipt points when secondary points are curtailed.

Asset manager shall invoice gas to Atmos using the least cost supply first inclusive of variable transportation and fuel, acting in the best interest of Atmos at all times. Atmos may request documentation substantiating these costs and provide such documentation in response to regulatory requests. In bidding on this RFP, asset manager indicates understanding and acceptance of this requirement.

ATMOS ENERGY CORPORATION
ASSET PORTFOLIO

Rate				RECEIPTS				DELIVERIES				
Schedule	Contract #	Termination	Notice	Zone	Leg	Primary Receipt Pt	MDQ	Dth	Zone	Leg	Primary Delivery Pt	Dth/d
FT-A *	95033	3/31/2019	1 year	0	100	411911 ETP/TGP Wharton County Transport Ex or any Zone 0, Zone L/1 or Zone 2 receipt meter	12,000		2	100	420009 Greensburg KY	100
		Evergreen							2	100	420010 Campbellsville KY	100
									2	100	400462 Danville KY	5,800
									2	100	420028 Harrodsburg KY	100
									2	100	420029 Lancaster -KY	5,500
									2	100	420030 Lebanon KY	100
									2	100	420338 Perryville KY	100
									2	100	420445 Hustonville KY	100
									2	100	421000 Simpson	100
												12,000
									Zone	Leg	Secondary Delivery Pt	
				0	100	420150 Robline Louisiana			0	100	420817 Sabine Sales	
				0	100	420817 Sabine Sales			L	800	420755 LaSalle Parish Nebo Sales	
				L	800	420755 LaSalle Parish Nebo Sales			L	800	420822 Egan Storage	
				L	800	420822 Egan Storage			L	800	412398 Jefferson Island Storage	
				L	800	412398 Jefferson Island Storage			L	800	421043 Pine Prairie Storage	
				1	100	420042 East Lobelville Tennessee			1	100	420911 Greenville Delivery	
				1	100	420911 Greenville Delivery			1	100	460017 Bear Creek Storage Injection	
				1	100	460020 Portland Storage Injection			1	100	460025 Portland Storage Injection	
				1	100	460025 Portland Storage Injection			1	500	420820 Columbus AFB Exchange	
				1	500	420820 Columbus AFB Exchange			1	500	420289 Greenbrier Tennessee	
				1	500	420411 Hamilton Mississippi			1	500	420702 Petal Mississippi Storage	
				1	500	420702 Petal Mississippi Storage			1	500	420765 Aberdeen Sales	
				1	500	420765 Aberdeen Sales			1	500	420766 New Hope Sales	
				1	500	420766 New Hope Sales			1	500	420797 Petal Storage Field	
				1	500	420797 Petal Storage Field			1	500	420807 Pine Springs Road	
				1	500	420807 Pine Springs Road			1	500	412709 Freebird Storage	
				1	500	412709 Freebird Storage			1	500	412734 Caledonia Storage	
				1	500	412734 Caledonia Storage			1	500	421061 Monroe Storage	
				1	800	420211 Greenwood Mississippi			1	800	420279 Crowville Louisiana	
				1	800	420279 Crowville Louisiana			1	800	420328 Hardy Sta Miss	
				1	800	420328 Hardy Sta Miss			1	800	420441 Transylvania Louisiana	
				1	800	420441 Transylvania Louisiana			1	800	420506 Holcomb Mississippi	
				1	800	420506 Holcomb Mississippi						

FT-A	300624	3/31/2017		1	100	420828 Portland or any downstream of Portland in Zone 1 and all Zone 2 receipts	2,500		2	100	420028 Harrodsburg KY	2,500
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This is a discounted reservation rate contract. Discount rates apply to all secondary receipts and deliveries in the path of the primary points listed above including all Atmos primary delivery points.

FT-A *	k#TBD	Nov - Mar		L	800	412398 Jefferson Island (Bi 20825)	500		2	100	400462 Danville KY	500
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Atmos anticipates having this winter only contract available each winter; however, the contract has not yet been finalized with TGP. The contract is expected to be available for release to the asset manager as part of the AMA. If the availability of this contract affects the Asset Management Value please indicate on the bid form.

Atmos expects that this will be a discounted reservation rate contract. Discount rates apply to all Zn 1 and 2 receipt points, and all primary and secondary delivery points provided in k#95033 above.

NOTES: Asset Manager is required to comply with all Tennessee Gas Pipeline tariff provisions for the applicable rate schedules.

* Receipts and/or deliveries to points other than those listed above during the term of Shippers Service Package shall result in Shipper being assessed Tennessee's maximum reservation rate for the primary path divided by the number of days in the month for the entire contract TQ on the day(s) of such deliveries and the maximum daily commodity rates under Rate Schedule FT-A as well as the ACA, applicable Fuel and Loss Retention (F&LR), Electric Power Cost Recover (EPCR) and all other applicable surcharges as specified in Tennessee's currently effective FERC Gas Tariff ("Tennessee's Tariff").

Attachment C

Atmos Energy Corporation
 TGP-KY Gas Supply Plan
 Projected Summer 2015
 All Volumes MMBTU

Tennessee Gas Area	30		31		30		31		31		30		31		214
	Apr-15 Monthly	Daily	May-15 Monthly	Daily	Jun-15 Monthly	Daily	Jul-15 Monthly	Daily	Aug-15 Monthly	Daily	Sep-15 Monthly	Daily	Oct-15 Monthly	Daily	Summer Total
Total Requirements	154,847	5,162	76,837	2,479	54,102	1,803	49,130	1,585	49,669	1,602	57,745	1,925	113,871	3,673	556,199
FS-MA Storage inj.	117,467	3,916	117,467	3,789	117,467	3,916	117,467	3,789	117,467	3,789	117,467	3,916	117,467	3,789	822,271
FS-PA Storage inj.	53,243	1,775	53,243	1,718	0	1,775	53,243	1,718	53,243	1,718	53,243	1,775	53,243	1,718	319,456
Total Gross Injections	170,710	5,630	170,710	5,507	117,467	3,916	170,710	5,507	170,710	5,507	170,710	5,690	170,710	5,507	1,141,727
TOTAL NET PURCH AT DELIVERY	325,557	10,792	247,547	7,985	171,569	5,719	219,840	7,092	220,378	7,109	228,454	7,615	284,581	9,180	1,697,926
Inj Fuel															
1.07% FS-MA Storage net injection fuel	116,210	3,874	116,210	3,749	116,210	3,874	116,210	3,749	116,210	3,749	116,210	3,874	116,210	3,749	813,472
1.07% FS-PA Storage net injection fuel	52,673	1,756	52,673	1,699	52,673	1,756	52,673	1,699	52,673	1,699	52,673	1,756	52,673	1,699	368,711
Total Net Injections	168,883	5,629	168,883	5,448	168,883	5,629	168,883	5,448	168,883	5,448	168,883	5,629	168,883	5,448	1,185,836

Asset Manager should assume beginning storage inventories on April 1, 2015 of 5% of the MSQ on all storage contracts.

Note: Purchases reflect storage activities; Purchases are the delivered volumes net of transportation fuel.

	MSQ	MDIQ
FS-MA	903,859	6,026
FS-PA	409,679	2,731



Public

DR-08

DR 8-6P, KY TGP RFP 2017-2020 PUBLIC



July 11, 2016

RE: Request for Proposal
Asset Management & Gas Supply Requirements

Atmos Energy Corporation is seeking proposals for firm gas commodity requirements and management of the transportation/storage contracts serving our Tennessee Gas Pipeline (TGP) Kentucky area. Attached are proposal guidelines and attachments with supply requirements, receipt point capacity and estimated usage.

Proposals should be sent to Riney Hancock, CPAs (on behalf of Atmos) and must be received by 2:00 P.M Central Time on Wednesday, August 10, 2016. Atmos will evaluate the proposals received, and all respondents to this RFP will be notified whether or not they are selected as the asset manager.

We look forward to receiving your proposal.

Sincerely,

Kim Griffith

Kim Griffith
Gas Supply Representative

**ATMOS ENERGY CORPORATION
GAS SUPPLY REQUEST FOR PROPOSAL (“RFP”)
FOR NATURAL GAS SUPPLY AND ASSET MANAGEMENT
KENTUCKY SERVICE AREA- TENNESSEE GAS PIPELINE
July 11, 2016**

1. RFP Overview

Atmos Energy Corporation (“Atmos”) is seeking proposals from qualified suppliers to provide firm natural gas commodity requirements and asset management of its transportation and storage contracts for its Kentucky service area served by Tennessee Gas Pipeline (TGP). Proposals should be submitted on the attached Bid Form, Attachment A. The term of the agreement will commence on April 1, 2017 and continue thirty-six months through March 31, 2020.

**ALL PROPOSALS MUST BE PREPARED IN ACCORDANCE WITH RFP
REQUIREMENTS AND MUST BE RECEIVED IN WRITTEN FORM ON OR BEFORE
WEDNESDAY, AUGUST 10, 2016, BY 2:00 PM CENTRAL TIME.**

2. RFP Communication

Atmos RFPs are issued electronically via the Atmos Energy RFP website. Potential bidders should register to view and receive electronic notification of Atmos’ RFPs through the Atmos Energy website at <https://www.atmosenergy.com/cs/gassupply/> and click on “Register.”

Any requests for additional information not contained in this RFP are required in writing. Requests should be submitted via the Atmos RFP website. Responses to reasonable requests, at Atmos’ sole discretion, will be available for viewing by all registered parties via the Atmos RFP website. The identity of the party requesting additional information will be kept confidential. In order to submit a question, please click on the “Questions and Answers for this Activity” link corresponding with this RFP and type in the question. Questions should be submitted no later than Wednesday, August 3, 2016. Responses will be posted on the Atmos RFP website as soon as possible, but no later than Friday, August 5, 2016. Interested parties are encouraged to visit the website periodically throughout the RFP open period for updated postings.

3. Background

Kentucky Service Area – TGP

The pipeline delivering to this service area is Tennessee Gas Pipeline (TGP). Upstream of its Service Area, Atmos has a combination of year-round, sculpted, and winter firm transportation and storage capacity to provide for its system requirements (see Attachment B, Asset Portfolio). Maximum projected peak day winter requirement for this Kentucky service area is 40,000 Dth/day for system supply (excludes transportation customers). Atmos’ Kentucky weather normalized annual purchase requirements on TGP are approximately 2.4 Bcf for system supply. Atmos’ Kentucky annual thru-put on TGP is approximately 4.6 Bcf, of which 49% is attributable to third party transportation customers. All of Atmos’ commodity natural gas requirements will be supplied by the Asset Manager and shall be delivered on a firm basis. Projected purchase volumes are provided to assist you in the preparation of your proposal (see Attachment C,

Winter/Summer Gas Supply Plans). These volumes are informational only and may or may not be indicative of future requirements.

Assets Provided by Atmos to Asset Manager

Atmos' TGP Kentucky service area currently has one FT-G small customer firm transportation contract, two FT-A firm transportation contracts, as well as an FS-MA and an FS-PA firm storage contract. In addition to the 38,500 Dth/day transportation capacity, Atmos anticipates having additional winter-only capacity available each winter for 1,500 Dth/day; however, the capacity has not yet been finalized with TGP. Alternatively, Atmos may contract for a 1,500 Dth/day delivered supply service outside the AMA. If the availability of the winter only capacity affects the Asset Management Value, please indicate on the bid form.

The capacity and transportation agreements that will be managed by the Asset Manager are listed in Attachment B, Asset Portfolio. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity at a zero rate release, and will transfer its storage inventory to the Asset Manager subject to the Asset Manager's obligation to provide Atmos' full requirements, up to Atmos' transportation and storage contractual entitlements, to Atmos' distribution systems. If the capacity under a transportation or storage agreement cannot be released to the Asset Manager, Manager shall function solely as Atmos' agent for purposes of nominations, scheduling and other customary services incidental to the management of non-releasable capacity. Demand charges associated with the zero rate capacity releases will be billed directly to Atmos by the pipeline. Demand charges associated with assets under an agency, or otherwise released at greater than zero rate, will be passed through to Atmos from the Asset Manager. The Asset Manager will bill Atmos for fuel and transportation commodity charges associated with providing deliveries to Atmos' city gates for Atmos' requirements using the least cost receipt and delivery points per the contracts (see Attachments B).

To the extent allowed by the applicable pipeline tariffs and regulations, and subject to the terms of any applicable service agreements, Atmos will transfer its physical storage inventories to the Asset Manager at zero cost. The physical storage inventory balances at commencement will establish the beginning values in Atmos' billable paper storage inventory accounts tracked by the Asset Manager. At the conclusion of the Asset Management term, March 31, 2020, the Asset Manager shall have the physical storage inventory balances in close agreement with Atmos' billable paper storage inventory levels. This will facilitate the zero cost storage inventory transfer back to Atmos. Any difference between an ending physical inventory and an ending paper inventory shall be minimal and will be settled via cash out between the Asset Manager and Atmos.

During the term of the agreement, Atmos will provide the Gas Supply Plan with substantially similar information to that in Attachment C, TGP-KY Gas Supply Plan. Atmos may make changes to that plan on a month-ahead basis by providing changes to the Asset Manager five (5) business days before the end of the month (see Section 6, Performance and Supply Requirements).

Atmos may accept deliveries from the Asset Manager in exchange for equivalent volumes from the original pipeline locations or pools (as purchased by Atmos) if operationally feasible. The pipelines currently delivering into our service areas as well as local sources of gas are all

available to substitute for one another if operationally feasible. In all cases, the Asset Manager will invoice Atmos the pipeline commodity charges that Atmos would have paid had the gas flowed on the contracts outlined on Attachment B, Asset Portfolio, per the original pipeline location or pool. The Asset Manager will be required to get Atmos' consent prior to using this mechanism.

Balancing TGP

The difference between Atmos' TGP FOM baseload purchases plus incremental quantities less sellbacks, plus or minus the Plan nominated storage transactions, and Company's actual usage will be balanced on paper by the Asset Manager utilizing the TGP FS-MA storage contract. Regardless of how the Asset Manager physically balances the system, the Asset Manager will track the billable paper FS-MA inventory as if that contract takes the swing. The transportation customers on Atmos' distribution system are kept whole to their nominations and are balanced on the TGP FS-MA storage. Atmos has an LMSMA Balancing Agreement for which the Asset Manager will be the agent. The LMSMA Balancing Agreement has the swing on storage option and will allow the system to balance on the FS-MA storage. The other storage, TGP FS-PA, shall have billable Plan storage injections and withdrawals according to the revised monthly Plan provided to the Asset Manager five Days prior to the beginning of the flow month (see Attachment C). At Atmos' sole discretion, Atmos has the right to utilize the full contractual storage withdrawals on any day. When storage withdrawals are adjusted, Atmos will make a best efforts basis to balance back to the monthly billable plan volume or adjust the following month's plan. The Asset Manager shall track and report the paper and physical storage inventory balances as further described in Attachment D, General Items for Kentucky Service Area. For operational purposes, the physical and Plan storage inventory levels must be at the appropriate levels at the beginning of each winter season to ensure reliability of supply.

Discounted Demand Charges

Atmos has discounted reservation rates for one or more contracts. The Asset Manager will bill Atmos based on the discounted receipt and delivery points. If the Asset Manager's action results in forfeiture of a discount, for example by nominating outside of the discounted rights, the Asset Manager will be responsible for reimbursing Atmos for the discount forfeiture. The Asset Manager will not be responsible for reimbursing Atmos for discount forfeiture to the extent such actions leading to the forfeiture were undertaken at Atmos' specific instruction. Within the Attachment B Asset Portfolio, certain contracts are released to the Asset Manager only as a segmented path (k# 300264); nominations within the primary segmented path are allowed, but nominations outside the primary path are **strictly prohibited**.

4. Form of Agreement

The agreement will be on the standard 2006 form of Base Contract for the Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB). The NAESB will also include Atmos' special provisions (see Attachment E), additional special provisions that may be mutually agreed upon, and a transaction confirmation specifically incorporating the terms and conditions herein specified (or as otherwise set forth in a successful proposal) and pricing contained in the successful proposal. Existing suppliers who already have an executed base contract may continue under the existing contract.

5. Asset Management

The transaction with the Asset Manager is intended to qualify as an “Asset Management Arrangement” as defined in the Federal Energy Regulatory Commission’s (“Commission”) Order No. 712 and its regulations, as amended, set out in 18 CFR §284.8. All releases of FERC jurisdictional storage and transportation capacity under the Agreement shall conform to FERC’s definition of an Asset Management Agreement, including the required conditions and delivery obligations, shall be non-biddable, pre-arranged releases and shall be made in a manner consistent with (a) the FERC’s capacity release regulations, and (b) applicable pipeline tariffs. The capacity released will be for the term of this agreement, or if shorter, the term of the associated contracts as detailed on Attachment B, Asset Portfolio and will be fully recallable. The final transaction confirmation will include the following language:

“The capacity may be recalled immediately upon (i) a breach that leads to the termination of the Asset Management Arrangement; (ii) failure by Asset Manager to fulfill its delivery obligations subject to the terms and conditions of the Asset Management Arrangement; or (iii) the mutual agreement of the parties.”

The Asset Manager will be obligated to provide all firm system supply requirements on any and every day of the term up to the applicable daily contract demand. Furthermore, the selected Asset Manager will be responsible for the management of pipeline capacity and storage contracts in accordance with gas supply plans provided by Atmos. The Asset Manager will be responsible for making all nominations to the pipeline for flowing gas. Management of pipeline imbalances and contract imbalances is included in this asset management service.

The Asset Manager will have the right to deliver quantities to Atmos utilizing transportation and/or storage service other than the managed capacity provided that (i) there will be no reduction in service, quantity or reliability to Atmos, and (ii) there will be no pricing change for the service delivered by the Asset Manager. The Asset Manager will invoice and pass through commodity and fuel costs to Atmos pursuant to the transportation routes and storage activity using the quantities and transportation/storage capacity specified in Atmos’ plan requirements and the pricing set forth in the agreement between Atmos and the Asset Manager regardless and separate from actual transportation and storage physical activity. Exception: if special delivered supply or exchange services are requested in this RFP, the price proposed for such services will be assumed to have no associated transportation commodity and fuel costs **unless specifically outlined** on the bid form and indicated in the Asset Management Agreement.

The Asset Manager selected is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, tariff provision of any Federal, State, or local governing entities including the Asset Manager’s election to deviate from the company provided planned flowing and storage gas injections and/or withdrawal requirements. In addition, the Asset Manager will be responsible for any penalties or incremental costs incurred by Atmos when Asset Manager does not comply with tariff provisions and/or operational flow orders issued, either by the transportation service provider or by Atmos as defined in the final contract.

6. Performance and Supply Requirements

All gas supply is to be firm, assuring that natural gas supply services will meet all contractual obligations without fail. Additionally, notwithstanding any Force Majeure provisions in the Base Contract for Sale and Purchase of Natural Gas (NAESB) (2006) or Special Provisions, the winning bidder must be willing to incorporate the following Force Majeure provisions or alternative language of equivalent effect acceptable at Atmos' sole discretion:

- “If on any Day a Force Majeure event partially restrains a Party’s ability to perform (i) its Firm obligations to the other Party for any transaction(s) at a Receipt or Delivery Point and (ii) it has Firm obligations to other counterparties under transaction(s) at the same Receipt or Delivery Point, then all Firm obligations of the restrained Party at the Receipt or Delivery Point shall be reduced *pro rata*, without regard to the price paid or received for Gas.
- “If on any Day the Asset Manager declares a Force Majeure event that results in the curtailment of Gas to be supplied to Atmos, then Atmos shall have the day-ahead and intra-day rights to direct Asset Manager to schedule and nominate incremental transportation and/or storage capacity quantity equivalent to the amount of Gas supply of which was subject to Force Majeure.”

When reasonable grounds for insecurity of performance arise, Atmos may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Atmos, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Atmos, a performance bond or a guarantee by a creditworthy entity. Atmos may, from time to time, request such credit information as may reasonably be required to determine the creditworthiness of the Asset Manager.

The Asset Manager may use any alternate receipt points on the applicable pipeline(s) to supply gas, but the Asset Manager is responsible for incremental transport charges as a result of alternate points. **Also, the Asset Manager must provide gas at primary receipt points when secondary points are curtailed.**

The Asset manager shall invoice gas to Atmos using the least cost supply first (including variable transportation and fuel costs), acting in the best interest of Atmos at all times. Atmos may request documentation substantiating these costs and may have to provide such documentation in response to regulatory requests. In bidding on this RFP, the prospective Asset Manager indicates understanding and acceptance of this requirement.

Atmos will notify the Asset Manager of its first-of-month (“FOM”) baseload gas requirements, which are inclusive of planned storage injections or net of planned storage withdrawals (“Billable Plan”), within five (5) business days before the beginning of any month. Monthly purchase volumes will be determined and billed based on the Atmos purchase plan as adjusted. Physical volumes on Atmos’ transportation and storage agreements/facilities may vary based on the Asset Manager’s utilization of the assets. The Asset Manager shall provide monthly support for billed volumes and measured volumes on transportation and storage agreements. Atmos will be obligated to take the FOM baseload quantity every day of the applicable month, unless Atmos timely provides timely notification of a sell back. The difference between the FOM plan

purchases plus incremental quantities plus plan storage withdrawals and the actual Atmos usage swings on the “paper” inventory tracking account unless otherwise stated.

Atmos will have the right to call for firm incremental quantities on a daily basis, including weekends and holidays, up to the full MDQ and MDWQ of the contracts listed in Attachment B by providing the Asset Manager notice by no later than 8:00 A.M. Central Time on the day prior to the day(s) of flow in which gas for that day(s) of flow is traded on the Intercontinental Exchange.

It is the Asset Manager’s responsibility to provide daily written communication on how the firm requirements are being met. The Asset Manager must provide Atmos’ Gas Control department with a summary nomination worksheet, Attachment F Gas Control Nom Sheet, containing the current day nominations plus projected nominations for the next five days. This worksheet shall be provided every weekday (except holidays), even if there are no changes. Nomination Sheet must reach Atmos’ Gas Control Dept. by 2:00 pm Central Time via email at gcontrol@atmosenergy.com.

7. Proposal Content

The following information may be required to be considered responsive to this RFP unless the proposing entity can clearly demonstrate that such information is not applicable to its circumstance. Any additional information that the supplier considers useful for Atmos to evaluate its proposal will be considered. Atmos may request additional information at a later date to assist in the decision making process.

Respondent Information

- Name and address of supplier
- Name, phone, and email address of contact person for this proposal
- Evidence of supplier’s knowledge and experience in providing service proposed
- Evidence of supplier’s financial viability to provide the service proposed
- Business References

Respondent Term and Conditions

Respondent must provide any NAESB special provisions, and/or any required changes to Atmos’ special provisions. Respondent must provide any special terms required in the transaction confirmation.

Proposals should be structured to provide firm gas supplies up to the maximum contract quantity indicated in Attachment B, Asset Portfolio, plus any required delivered supply service requirement indicated herein. Gas may be requested on both a day-ahead and intra-day basis. Proposals should present firm commodity sales based upon the pricing methodology described below:

Commodity Pricing

- Please use the Bid Form provided as Attachment A.
- First-of-month baseload purchases should be index based pricing, at a price equal to the simple average of the following two indices, **flat, plus (+) a premium or minus (-) a discount**:
 - The Platt's ***Inside FERC's Gas Market Report*** first-of-the-month posting for Tennessee Gas Pipeline Co. – Louisiana, 800 Leg.
 - The New York Mercantile Exchange, **NYMEX Henry Hub last day** settlement price for the applicable business month of flow.
- Incremental purchases, in excess of the first-of-month baseload purchase volumes, should be priced at the Platt's ***Gas Daily, Daily price survey midpoint index for Louisiana-Onshore South, Tennessee 800 Leg, flat, plus (+) a premium or minus (-) a discount***.
- Bids shall include pricing for Atmos to sell FOM supply back to the Asset Manager at a price equal to the Platt's ***Gas Daily, Daily price survey midpoint index for Louisiana-Onshore South, Tennessee 800 Leg, flat, plus (+) a premium or minus (-) a discount***.
- All charges upstream of Atmos' pipeline contracts receipt points shall be the sole responsibility of the Asset Manager.
- Bids should specify whether fuel and other variables are included in or are in addition to the bid price.
- Intraday purchases will be at a mutually agreeable price, and confirmed at the time of purchase. If the parties cannot agree on intraday pricing Atmos has the right to purchase intraday gas from other suppliers, and the Asset Manager is responsible for scheduling the alternative supply.

Capacity Utilization Pricing

The Asset Manager will have the opportunity to optimize transportation and storage assets (as applicable), subject to the obligation to utilize these assets to supply Atmos' full system requirements **and subject to any in-path limitations stated herein at the end of Section 3. and stated in Attachment B, Asset Portfolio**. The value for asset optimization should be proposed in the form of a discount to index pricing and/or a fixed upfront or periodic payment/credit. Proposals should specifically identify this as a Capacity Release/Capacity Utilization credit on the bid form, Attachment A. The value of capacity utilization should be based on all releasable capacity rights that Atmos holds on the associated pipeline, noting any exceptions herein described. The capacity utilization value will not be adjusted due to pipeline OFO's, Force Majeure conditions or other general operating limitations. All bids should consider the potential for these operational limitations and adjust the capacity utilization value accordingly.

Bidders are highly encouraged to use the above preferred pricing in their proposal and the bid forms provided (Attachment A). Atmos may consider proposals having alternate index points and other forms of valuation for asset management activities.

8. Evaluation Criteria

The principal criteria on which proposals will be evaluated are as follows: 1) total delivered cost of gas supply over the term of the contract, 2) reliability of the supply, and 3) the financial viability of the respondent. Atmos has the right to consider any other factors that may be relevant to its gas supply needs.

9. Evaluation Duration

The proposal must be valid for fifteen (15) business-days after the submittal deadline.

10. Proprietary Data in Proposal

A proposal may include data which the respondent does not want disclosed to the public or used by Atmos for any purpose other than proposal evaluation. Reasonable care will be exercised so that proposal data is not disclosed or used without the respondent's permission, except to meet regulatory filing requirements. Such data filed for regulatory requests shall be filed as confidential information.

11. Rejections of Proposal

Atmos reserves the right to reject any or all proposals, and to re-solicit for proposals in the event that all proposals are rejected. Any proposal may be modified prior to the submittal deadline by written request of the bidder.

12. Submittal Instructions

Proposals must be received via U.S. Mail, Courier Service or hand delivered in a sealed envelope marked as indicated below, on or before Wednesday, **August 10, 2016, by 2:00 P.M. Central Time**. No proposal will be opened prior to the stated deadline. Any proposals received after the stated deadline will be returned unopened.

Proposals should be marked externally as **“Proposal for Natural Gas Supply and AMA (Atmos Kentucky-TGP)”** and mailed to:

Adam Hancock, CPA, CVA
Riney Hancock CPAs PSC
2900 Veach Road, Suite #2
Owensboro, KY 42303

ATTACHMENT A
Atmos Energy Corporation - Bid Form
Kentucky/Mid-States Division - KY TGP Area

Bidding Company: _____ Contact Name : _____
 Contact Phone #: _____
 Contact Email: _____

Index Based Commodity Bid

To the extent that the value of the capacity utilization will be reflected within the index based commodity pricing, please adjust the commodity index discount or adder accordingly.

Kentucky TGP area:	<u>Comments/other rates *</u>
Base Load Supply:	
Tennessee Gas Pipeline (IFERC TGP La, 800 leg + NYMEX Close) / 2	(+) or (-) \$ _____ per dth _____
Sell Backs:	
Tennessee Gas Pipeline Gas Daily Daily Louisiana-Onshore South, Tennessee, 800 Leg Midpoint	(+) or (-) \$ _____ per dth _____
Incremental Supply:	
Tennessee Gas Pipeline Gas Daily Daily Louisiana-Onshore South, Tennessee, 800 Leg Midpoint	(+) or (-) \$ _____ per dth _____

*If there are any incremental demand charges, fuel or delivery charges, please note in comment section.

Proposal may offer value for capacity utilization in the form of a discount to index commodity bid.
 In lieu of, or in addition to, a commodity discount, proposal may include a fixed payment bid. The value of the fixed payment should be summarized below.

Capacity Release/Utilization Value of Fixed Payment Bid

Value, over the 36-month term, to Atmos for Asset Manager's optimization of Assets (to be paid as a fixed monthly payment/credit): \$ _____ **
 **(Positive signifies payment/credit to Atmos, negative signifies a charge to Atmos) Total over 36-month term

Please indicate reduction in value, if any, if 1,500 Dth/day winter-only capacity is not provided by Atmos. \$ _____

Asset manager must be able to provide gas at primary receipt points when secondary points are curtailed.

Asset manager shall invoice Atmos for gas using the least cost supply first inclusive of variable transportation and fuel, acting in the best interest of Atmos at all times. Atmos may request documentation substantiating these costs and may have to provide such documentation in response to regulatory requests. In bidding on this RFP, potential Asset Manager indicates understanding and acceptance of this requirement.

NOTE: IFERC = Platts Inside Ferc's Gas Market Report, First of Month Index price
 GDD = Platts Gas Daily, Daily Price Survey, midpoint price

Attachment B

Revised 8/2/2016 k# 2546 receipts

ATMOS ENERGY CORPORATION
ASSET PORTFOLIO

Asset Manager is required to comply with all Tennessee Gas Pipeline tariff provisions for the applicable rate schedules.

Tennessee Gas Pipeline - Firm Storage Service

Rate				RECEIPTS					DELIVERIES				Comments	
Schedule	Contract #	Termination	Notice	Zone	Leg	Meter	Primary Receipt Pt	MDIQ	Zone	Leg	Meter	Primary Delivery Pt		MDWQ
FS-MA	2383	3/31/2020	11 months	1	100	460025	Storage - Portland-MA	6,026	1	100	460025	Storage - Portland-MA	19,784	MSG 903,859 MMBtu No ratchets per contract
		Evergreen												
FS-PA	2384	3/31/2020	11 months	1	100	460020	Storage - Portland-PA	2,731	1	100	460020	Storage - Portland-PA	2,914	MSG 409,679 MMBtu No ratchets per contract
		Evergreen												

Tennessee Gas Pipeline - Firm Transportation Service

Rate				RECEIPTS							DELIVERIES													
Schedule	Contract #	Termination	Notice	Zone	Leg	Meter	Primary Receipt Pt	MDIQ Dth						Zone	Leg	Meter	Primary Delivery Pt	Dth/d						
								Months	Months	Month	Month	Months	Month					Months	Months	Month	Month	Months	Month	
								JAN, FEB, DEC	MAR, NOV	APR	MAY	JUN-SEP	OCT					JAN, FEB, DEC	MAR, NOV	APR	MAY	JUN-SEP	OCT	
FT-G	2546	3/31/2020	12 months																					
		Evergreen																						
				L	800	412398	Jefferson Island (Bi 20825) (through 12/31/2018)	6,000	5,000	3,000	-	-	1,000	2	100	420009	Greensburg KY	100	100	100	100	100	100	100
				L	800	412690	Sabine (through 12/31/2018)	6,000	6,000	3,000	1,500	1,000	1,000	2	100	420010	Campbellsville KY	2,900	2,900	1,000	100	100	100	100
				L	500	412882	Port Sulpher	4,000	4,000	3,000	-	-	-	2	100	400462	Danville KY	11,800	10,800	5,500	2,200	1,200	3,200	
				1	100	460020	Portland Storage Withdrawal	8,000	8,000	3,000	1,500	1,000	2,000	2	100	420028	Harrodsburg KY	5,900	5,900	4,000	100	100	100	100
								24,000	23,000	12,000	3,000	2,000	4,000	2	100	420029	Lancaster -KY	100	100	100	100	100	100	100
				L	800	412398	Jefferson Island (Bi 20825) (effective 1/1/2019)	3,500	2,500	500	-	-	0	2	100	420030	Lebanon KY	2,900	2,900	1,000	100	100	100	100
				L	800	412690	Sabine (effective 1/1/2019)	8,500	8,500	5,500	1,500	1,000	2,000	2	100	420338	Perryville KY	100	100	100	100	100	100	100
														2	100	420445	Hustonville KY	100	100	100	100	100	100	100
														2	100	421000	Simpson	100	100	100	100	100	100	100
																		24,000	23,000	12,000	3,000	2,000	4,000	
FT-A	300264**	3/31/2020	see note	1	100	420828	Portland or any downstream of Portland in Zone 1 and all Zone 2 receipts	2,500						2	100	420028	Harrodsburg KY							2,500

NOTE: Bidder should assume that the above contract, or one of like capacity, will be available through the term of the AMA.

** This is a segmented capacity contract. Discount rates apply, including all secondary receipts and deliveries in the path of the primary points listed above. Nominations outside the primary path are strictly prohibited.

ATMOS ENERGY CORPORATION
ASSET PORTFOLIO

Asset Manager is required to comply with all Tennessee Gas Pipeline tariff provisions for the applicable rate schedules.

Rate				RECEIPTS					DELIVERIES				
Schedule	Contract #	Termination	Notice	Zone	Leg	Meter	Primary Receipt Pt	MDQ Dth	Zone	Leg	Meter	Primary Delivery Pt	Dth/d
FT-A *	95033	3/31/2020	11 months										
		Evergreen		0	100	405345	South Pool or any Zone 0, Zone L/1 or Zone 2 receipt meter	12,000					
									2	100	420009	Greensburg KY	100
									2	100	420010	Campbellsville KY	100
									2	100	400462	Danville KY	5,800
									2	100	420028	Harrodsburg KY	100
									2	100	420029	Lancaster -KY	5,500
									2	100	420030	Lebanon KY	100
									2	100	420338	Perryville KY	100
									2	100	420445	Hustonville KY	100
									2	100	421000	Simpson	100
													12,000
									<u>Zone</u>	<u>Leg</u>	<u>Meter</u>	<u>Secondary Delivery Pt</u>	
									effective through 3/31/2019:				
									0	100	420150	Robline Louisiana	
									0	100	420817	Sabine Sales	
									L	800	420755	LaSalle Parish Nebo Sales	
									L	800	420822	Egan Storage	
									L	800	412398	Jefferson Island Storage	
									L	800	421043	Pine Prairie Storage	
									1	100	420042	East Lobelville Tennessee	
									1	100	420911	Greenville Delivery	
									1	100	460017	Bear Creek Storage Injection	
									1	100	460020	Portland Storage Injection	
									1	100	460025	Portland Storage Injection	
									1	500	420820	Columbus AFB Exchange	
									1	500	420289	Greenbrier Tennessee	
									1	500	420411	Hamilton Mississippi	
									1	500	420702	Petal Mississippi Storage	
									1	500	420765	Aberdeen Sales	
									1	500	420766	New Hope Sales	
									1	500	420797	Petal Storage Field	
									1	500	420807	Pine Springs Road	
									1	500	412709	Freebird Storage	
									1	500	412734	Caledonia Storage	
									1	500	421061	Monroe Storage	
									1	800	420211	Greenwood Mississippi	
									1	800	420279	Crowville Louisiana	
									1	800	420328	Hardy Sta Miss	
									1	800	420441	Transylvania Louisiana	
									1	800	420506	Holcomb Mississippi	
									1	100	47872	Chauvin/Ouachita	
									1	100	48813	Goodhope Ouachita	
									effective 4/1/2019 - 3/31/2025:				
									Any Zn 0, L, 1 or 2 delivery meter is discounted.				
FT-A	k#TBD	Nov - Mar	see note	L	800	412398	Jefferson Island (Bi 20825) or any Zone 1 or Zone 2 receipt meter	1,500					
									2	100	400462	Danville KY	1,500
									and all primary and secondary delivery meters provided in k#95033 above.				

NOTE: Atmos anticipates having the above winter-only capacity available each winter; however, the capacity has not yet been finalized with TGP. The capacity is expected to be available for release to the asset manager as part of the AMA. Alternatively, Atmos may acquire a winter-only delivered service outside the AMA. If the availability of this capacity affects the Asset Management Value, please indicate on the bid form.

* Receipts and/or deliveries to points other than those listed above during the term of Shippers Service Package shall result in Shipper being assessed Tennessee's maximum reservation rate for the primary path divided by the number of days in the month for the entire contract TQ on the day(s) of such deliveries and the maximum daily commodity rates under Rate Schedule FT-A as well as the ACA, applicable Fuel and Loss Retention (F&LR), Electric Power Cost Recover (EPCR) and all other applicable surcharges as specified in Tennessee's currently effective FERC Gas Tariff ("Tennessee's Tariff").

Attachment C

Atmos Energy Corporation
 TGP-KY Gas Supply Plan
 Projected Summer 2017
 All Volumes MMBTU

Tennessee Gas Area

	30 Apr-17		31 May-17		30 Jun-17		31 Jul-17		31 Aug-17		30 Sep-17		31 Oct-17		214 Summer Total
	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	
Total Requirements	153,914	5,130	80,634	2,601	53,322	1,777	48,875	1,577	51,914	1,675	58,865	1,962	116,667	3,763	564,192
FS-MA Storage inj.	117,825	3,927	117,825	3,801	117,825	3,927	117,825	3,801	117,825	3,801	117,825	3,927	117,825	3,801	824,772
FS-PA Storage inj.	53,405	1,780	53,405	1,723	53,405	1,780	53,405	1,723	53,405	1,723	53,405	1,780	53,405	1,723	373,832
Total Gross Injections	171,229	5,630	171,229	5,524	171,229	5,708	171,229	5,524	171,229	5,524	171,229	5,708	171,229	5,524	1,198,604
TOTAL NET PURCH AT DELIVERY	325,144	10,760	251,863	8,125	224,551	7,485	220,104	7,100	223,143	7,198	230,095	7,670	287,897	9,287	1,762,796
Inj Fuel															
1.37% FS-MA Storage net injection fuel	116,210	3,874	116,210	3,749	116,210	3,874	116,210	3,749	116,210	3,749	116,210	3,874	116,210	3,749	813,472
1.37% FS-PA Storage net injection fuel	52,673	1,756	52,673	1,699	52,673	1,756	52,673	1,699	52,673	1,699	52,673	1,756	52,673	1,699	368,711
Total Net Injections	168,883	5,629	168,883	5,448	168,883	5,629	168,883	5,448	168,883	5,448	168,883	5,629	168,883	5,448	1,186,875

Asset Manager should assume beginning storage inventories on April 1, 2017 of 5% of the MSQ on all storage contracts.

Note: Purchases reflect storage activities; Purchases are the delivered volumes net of transportation fuel.

	MSQ	MDIQ
FS-MA	903,859	6,026
FS-PA	409,679	2,731

Attachment C

Atmos Energy Corporation
 TGP-KY Gas Supply Plan
 Projected Winter 2017-2018
 All Volumes MMBTU

Tennessee Gas Area	30		31		31		28		31		151 Winter Total
	Nov-17 Monthly	Daily	Dec-17 Monthly	Daily	Jan-18 Monthly	Daily	Feb-18 Monthly	Daily	Mar-18 Monthly	Daily	
Total Requirements	248,417	8,281	418,783	13,509	498,792	16,090	392,990	14,035	292,806	9,445	1,851,788
FS-MA Storage w/d	99,424	3,314	180,772	5,831	253,081	8,164	180,772	6,456	99,424	3,207	813,473
FS-PA Storage w/d	73,254	2,442	75,696	2,442	75,696	2,442	68,370	2,442	75,696	2,442	368,711
Total Withdrawals	172,678	5,756	256,467	8,273	328,776	10,606	249,142	8,898	175,120	5,649	1,182,184
TOTAL PURCHASES	75,739	2,525	162,315	5,236	170,016	5,484	143,848	5,137	117,685	3,796	669,603

Note : Purchases reflect storage activities; Purchases are the delivered volumes net of transportation fuel.

	MSQ	MDWQ
FS-MA	903,859	19,784
FS-PA	409,679	2,914

Attachment D

General Items for Kentucky Service Area

- ◆ Certain assets may be unused after asset manager has supplied Atmos' full gas supply requirements, asset manager is willing to assume the obligations and risks that may lead to financial loss which accompany the potential for financial gain in connection with the value optimization of such otherwise unused assets.
- ◆ Asset manager acknowledges that it is paramount in its role as asset manager, that it would not impair or adversely affect, under any circumstances the reliability of Atmos' system or service to its customers through any action or inaction.
- ◆ Asset manager shall invoice gas to Atmos using the least cost supply first, acting in the best interest of Atmos. Atmos may request documentation substantiating these costs and provide such documentation in response to regulatory requests. Bidding on this RFP indicates understanding and acceptance of this requirement.
- ◆ **Asset manager's rights to storage and associated transportation are secondary to Atmos' rights.**
- ◆ "Regulatory Out" language must be included in the agreement addressing the potential of regulations which may render the agreement illegal or unenforceable or materially adversely affecting the ability of Atmos or the asset manager to perform this agreement. For either Party:
 1. a court or governmental agency with jurisdiction (including without limitation the Kentucky Public Service Commission or the Federal Energy Regulatory Commission) reverses, withdraws or otherwise modifies, with a result unacceptable to such party in its sole discretion, any applicable law, regulation order, ruling, opinion or other determination believed to be necessary to proceeding with the transactions contemplated under the Agreement;
 2. such change causes the impacted Party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according the terms of the agreement would be in violation of any applicable law, regulation, order, ruling or opinion, and
 3. the Parties are unable, after good faith negotiations, to renegotiate the Agreement to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit.

For the asset manager: if a court or governmental agency with jurisdiction determines that the asset manager is subject to the jurisdiction of the Kentucky Public Service Commission as a result of the execution, delivery or performance of any Agreement.

- ◆ The selected asset manager is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, or tariff provision of any Federal, State or local governing entities including asset manager's election to deviate from Atmos' planned flowing and storage gas injections and/or withdrawal requirements. In addition, the asset manager shall bear sole financial responsibility,

and shall pay to the applicable pipeline company (or reimburse Atmos if required to pay) any imbalance or overrun penalty, cost, charge, or cash-out cost (collectively referred to in this Agreement as an "Imbalance Charge") assessed as a result of an over-delivery or under-delivery of gas. Failure to do so could result in the cancellation or termination of any contract entered into as a result of the award at Atmos' sole discretion. Furthermore, should Atmos elect to terminate the agreement, the asset manager will be responsible for any and all costs, including any price differentials and reasonable legal fees associated with Atmos replicating the contracted service with a replacement counterparty. All penalties imposed by any pipeline under this agreement due to the actions (or inaction) of the asset manager will be the responsibility of the asset manager.

- ◆ The asset manager will also be required to provide routine and timely documentation of all transactions, utilizing Atmos' assets including but not limited to, contracts, volumes, rates, offers made, offers rejected. The asset manager shall maintain documents and records of all transactions that utilize Atmos' gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by Atmos and any applicable regulatory authority having jurisdiction. Asset manager shall comply with all applicable federal and state laws, regulations and orders of regulatory authorities having jurisdiction in connection with its performance of its obligations under the agreement, the use and management of the managed assets and the supply of commodity to Atmos.
- ◆ For asset management, actual requirements, during each month, will result in variances from the initial Plan storage estimates. Asset manager will track and report Atmos' "paper" storage inventory balances and the physical storage inventory balances during the Term in order to administer injections and withdrawals made on paper for billing purposes and the physical injections and withdrawals made by the asset manager. The "paper" inventory injections and withdrawals will be calculated each day based on the difference between the quantities scheduled and confirmed by the asset manager (purchased by Atmos Energy) on that day and the quantity metered at the City Gate excluding third party transportation quantities. Asset manager and Atmos Energy will have weekly progress communications to review such quantities and inventory levels. During each month, Atmos will review the variance in the estimated storage levels resulting from actual requirements and the gas purchased, per the Gas Purchase Plan, for the current month. This evaluation may result in a change to the planned purchases for the subsequent months. Atmos will advise the asset manager of changes, if any, to the planned purchases for the upcoming month not later than five (5) business days prior to the beginning of the next flow month.
- ◆ For operational purposes, the Physical and Plan Storage inventory levels must be at the appropriate levels at the beginning of each winter season to ensure reliability of supply.

ATTACHMENT E - SPECIAL PROVISIONS

SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

Dated _____, 20____
By and between

and
Atmos Energy Corporation

If any term of these Special Provisions conflicts with any term of the Base Contract, these Special Provisions shall govern. Any definition used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning herein.

Any reference herein to "General Terms and Conditions" shall mean the document attached to and forming part of the Base Contract entitled "General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas" and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

SECTION 1. PURPOSE AND PROCEDURES

The second and third sentences of Section 1.2 are deleted and replaced with the following:

A binding agreement for the purchase and sale of natural gas shall be formed and effectuated between the parties upon the parties' agreement on Contract Price, Contract Quantity, Delivery Period and Delivery Point(s) ("Minimum Contract Terms"). Such binding agreement may be made by an oral offer (whether by telephone, in-person or otherwise) and by oral acceptance (whether by telephone, in-person or otherwise).

The following shall be added as the last sentences of Section 1.2:

In the absence of a written Transaction Confirmation that the parties have signed or are deemed to have accepted, any evidence may be used to establish the terms of a transaction, including, without limitation, any recording of a conversation, oral testimony, data in a computer system, trade tickets, instant message, and written notes. **THE PARTIES HEREBY WAIVE ALL PROVISIONS OF ANY APPLICABLE STATUTE OF FRAUDS WITH RESPECT TO ANY TRANSACTIONS SUBJECT TO THIS CONTRACT; PROVIDED HOWEVER, AMENDMENTS TO THE CONTRACT MUST BE IN WRITING AND SIGNED BY THE PARTIES.** The parties agree not to contest or assert a defense to the validity or enforceability of transactions entered into orally under laws relating to whether certain agreements are to be in writing or signed by the party to be thereby bound.

SECTION 2. DEFINITIONS

Delete the existing Section 2.8 and substitute the following:

2.8. "Confirming Party" shall mean the party as designated below to prepare and forward Transaction Confirmations to the other party.

Confirming Party shall be Party B with respect to any transactions between Party A and Party B's Mid-Tex Division, which is limited to Gas purchases in Texas and includes all purchases into Atmos Pipeline Texas.

Confirming Party shall be Party A with respect to any transactions between Party A and any Division of Party B other than its Mid-Tex Division.

Delete the existing definition in Section 2.13 and substitute the following:

2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a performance bond, guaranty, accelerated payment or other mutually acceptable form of security.

ATTACHMENT E - SPECIAL PROVISIONS

Delete the existing Section 2.31 and substitute the following:

2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the index agreed to by the parties for the relevant Day or if the listed index is not based on Gas Daily, then the Gas Daily index that is closest in proximity and commercially reasonable as compared to the index agreed to by the parties; provided, if there is no single price published for said index for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low price. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

Delete the existing Section 2.32 and substitute the following:

2.32. "Transaction Confirmation" shall mean a writing similar to the form of Exhibit A setting forth, at minimum, the Contract Price, Contract Quantity, Delivery Period and Delivery Point(s).

SECTION 3. PERFORMANCE OBLIGATION

The following new Section 3.5 is added:

3.5. Notwithstanding anything in this Contract to the contrary, in the event: (i) a transaction has a Firm obligation; (ii) as a result from an event of Force Majeure Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Contract Quantity for such transaction; (iii) the Delivery Period for such transaction is at least one month; and (iv) the Contract Price is a Fixed Price (as defined below), then

- a. If the FOM Price (as defined below) is above the Fixed Price, Seller will pay Buyer, for each MMBtu of Gas not delivered and/or received, the difference between the FOM Price and the Fixed Price.
- b. If the FOM Price is below the Fixed Price, Buyer will pay Seller, for each MMBtu of Gas not delivered and/or received, the difference between the Fixed Price and the FOM Price.

For purposes of this Section 3.5, the "Fixed Price" means the Contract Price for a transaction that is expressed as a set amount. Fixed Price includes prices that were converted from an index-based price or a NYMEX basis to a set amount upon the agreement of the parties.

For purposes of this Section 3.5, the "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month of delivery as published in the Inside FERC Gas Market Report (or other mutually agreed to publication) for the specific index agreed to by the parties.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

Section 8.3 is supplemented by inserting the following as the last two sentences of that section:

Each party shall indemnify, defend and hold harmless the other party against any taxes for which such party is responsible under Section 6. Neither party shall be obligated to indemnify, defend, or hold the other party harmless to the extent any liability, suit, action, damage, loss or expense arises out of or in connection with any intentional act, negligent act or negligent failure to act on the part of the other party, its officers, agents, or employees.

SECTION 10. FINANCIAL RESPONSIBILITY

Delete the existing Section 10.1 and substitute the following in lieu thereof:

10.1. If either party ("X") has reasonable grounds for insecurity regarding the occurrence of a material change in the creditworthiness of the other party ("Y"), then X may demand "Adequate Assurance of Performance". Adequate Assurance of Performance shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including an accelerated payment, a standby irrevocable letter of credit (in form and substance and from a commercial U.S. Bank, or U.S. branch of a foreign Bank, acceptable to X in its reasonable discretion), a prepayment, or performance bond or guaranty by an entity that is acceptable to X in its reasonable discretion. The "occurrence of

ATTACHMENT E - SPECIAL PROVISIONS

a material change in the creditworthiness of Y" shall mean that Y does not have a Credit Rating or such Credit Rating is less than investment grade. "Credit Rating" means, with respect to Y on any date of determination, the respective rating then assigned to its unsecured and unsubordinated long-term debt by Standard & Poor's Ratings Group, a division of The McGraw-Hill, Inc. ("S&P") and/or Moody's Investors Service, Inc. ("Moody's"). If such ratings are assigned by both S&P and Moody's, then its Credit Rating will be the higher of such ratings.

Delete existing (vii) in Section 10.2 and substitute the following in lieu thereof:

"(vii) fail to give Adequate Assurance of Performance under Section 10.1 within five (5) Business Days of a written request by the other party;"

The following sentence is added immediately following the last sentence of Section 10.2:

"If Seller suspends deliveries pursuant to the preceding sentence, then Buyer's obligation to purchase such suspended deliveries will be extinguished."

The following sentence shall be inserted at the end of Section 10.3.1 Early Termination Damages Apply:

In addition to all other amounts calculated hereunder, the Defaulting Party shall reimburse the Non-Defaulting Party for reasonable expenses incurred by the Non-Defaulting Party in terminating and liquidating the Terminated Transactions and any related hedges, such as brokerage fees, commissions and other transactional costs, as well as attorneys' fees and expenses incurred by the Non-Defaulting Party during the occurrence and continuation of an Event of Default in connection with the enforcement or the preservation of its rights under this Contract.

SECTION 11. FORCE MAJEURE

Section 11.2(ii) is deleted and the following is substituted in lieu thereof:

"(ii) abnormal weather-related events affecting an entire geographic region, such as extremely low temperatures which cause freezing or failures of wells or lines of pipe;"

Section 11.2(iii) is modified by inserting after "Transporters" and before the ";" the following:

"as a result of force majeure"

SECTION 12. TERM

Section 12 shall be modified to delete the second sentence of this section and replace it with the following:

The rights of either party pursuant to: (i) Section 7.6, (ii) Section 10, (iii) Section 13, (iv) Section 15.10, (v) the obligations to make payment hereunder, and (vi) the obligation of either party to indemnify the other pursuant hereto, and Section 15.14 shall survive the termination of this Base Contract or any transaction.

SECTION 15. MISCELLANEOUS

The following amendments shall be made to Section 15.10.

(i) Beginning on the second line, delete the parenthetical and replace it with the following: "(other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential)".

(ii) Add after "published index" in (v) of this section: "provided, however, that such information does not include the identity of the other party to a Transaction."

(iii) Add the following new sentence to the end of the first paragraph of Section 15.10 after the word "transaction". "With respect to any financial statements provided in connection with the Contract, this obligation shall survive for a period of three (3) years following the date such financial statements were provided to a party."

ATTACHMENT E - SPECIAL PROVISIONS

(iv) The last paragraph of Section 15.10 shall be deleted and the following substituted in lieu thereof:

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, without obligation to notify the other party prior to disclosure.

The following new Sections 15.13, 15.14 and 15.15 are added:

15.13. This Contract shall be considered for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

15.14. This Section 15.14 applies solely to transactions between Seller and Buyer's Mid-Tex Division. Seller acknowledges its understanding that Buyer's Mid-Tex Division will utilize an intrastate pipeline (i.e. Atmos Pipeline Texas) to transport the Gas after delivery by Seller. Therefore, Seller represents that any such Gas Buyer's Mid-Tex Division utilizes on an intrastate pipeline that is sold and delivered pursuant to this Contract will be transported, prior to delivery to Buyer's Mid-Tex Division, in a manner that would not subject Buyer's Mid-Tex Division's transporter or Buyer's Mid-Tex Division's transporter's facilities to regulation under the Natural Gas Act of 1938 (NGA). If, at any time during the term of this Contract, any act is performed or fails to be performed, that results or will result in Buyer's Mid-Tex Division's transporter or Buyer's Mid-Tex Division's transporter's facilities becoming subject to regulation under the NGA due to transportation of Gas sold and delivered pursuant to this Contract, all deliveries of such Gas will be immediately terminated, and this Contract will be deemed of its own terms to have terminated on the Day before the date of such occurrence; provided, however, such termination will never be construed to impair any rights of the aggrieved party with regard to such breach of contract.

15.15. This Section 15.15 applies solely to transactions between Seller and Buyer's Mid-Tex Division. Notwithstanding the price set forth in the applicable Transaction Confirmation, for any Supply Type designated in a Transaction Confirmation as term or baseload, Buyer's Mid-Tex Division has the ongoing ability to convert the price payable hereunder to a fixed price ("Final Fixed Price") for all or any portion of the Gas covered by this Agreement in any or all Months during the Period of Delivery; provided that Buyer's Mid-Tex Division and Seller mutually agree on the Final Fixed Price before 12:00 noon central time prior to the close of the New York Mercantile Exchange ("NYMEX") natural gas futures market with respect to the Month(s) during which such Final Fixed Price will be applicable.

For the purposes of this Section, the Final Fixed Price will consist of three components:

- (i) the per MMBtu discount or premium set forth in the applicable Transaction Confirmation;
- (ii) the locational basis differential between Henry Hub and the relevant locational index agreed upon by the Parties (the "Basis Adjustor"); and
- (iii) the applicable NYMEX price.

If the Parties agree to fix the price payable hereunder under the terms of this Section 15.15, the Parties may mutually agree on a Final Fixed Price that is inclusive of all three components without specifically delineating each component.

The Parties may agree to fix the Basis Adjustor and the NYMEX price at the same time, or at different times; however, if Buyer's Mid-Tex Division and Seller negotiate a Basis Adjustor to apply during any particular Month(s), but Buyer's Mid-Tex Division does not at the same time elect to set the NYMEX price for such Month(s), and thereafter Buyer's Mid-Tex Division and Seller do not agree to a NYMEX price with respect to such Month(s) before 11:30 a.m. central time prior to the close of the NYMEX natural gas futures market with respect to such Month(s), then Buyer's Mid-Tex Division and Seller will be deemed to have agreed to a Final Fixed Price equal to the NYMEX Last Day settlement price for such Month(s) adjusted for the Basis Adjustor and adjusted for the stated discount set forth above.

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED, OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

ATMOS ENERGY CORPORATION

By: _____

By: _____

Title: _____

Title: VP, Gas Supply & Services

ATTACHMENT F

ATMOS ENERGY CORPORATION - SAMPLE GAS CONTROL NOMINATION SHEET

**Atmos Kentucky – Tennessee Gas Pipeline (TGP)
NOMINATED VOLUMES**

TO:

gcontrol@atmosenergy.com
phone number (800)-533-4781

DATE/TIME



FROM:

Company Name
Fax #:
Name
Email Address:
after hours contact:

desk #(123) 456-7890
cell #(123) 456-7890
after hours #(123) 456-7890

METER #	POINT NAME	REVISSED (INTRADAY)	IF REVISED INPUT							
		UPDATED (TIMELY)	TIME							
		YES OR NO		Day of the Week						
				Date						
420009	Greensburg			-	-	-	-	-	-	-
420010	Campbellsville			-	-	-	-	-	-	-
400462	Danville			-	-	-	-	-	-	-
420028	Harrodsburg									
420029	Lancaster			-	-	-	-	-	-	-
420330	Lebanon									
420338	Perryville			-	-	-	-	-	-	-
420445	Hustonville									
421000	Simpson									
TOTAL				-	-	-	-	-	-	-

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

9. Provide a copy of Atmos's most recent gas supply plan and a written description of its gas supply planning process.

Response:

Attached please find [DR 9- KY Seasonal Gas Supply Plans 2018-2019](#), which contains the current KY summer gas supply plans and the preliminary KY winter gas supply plans.

Overview

Atmos Energy Regional Gas Supply Department is responsible for the procurement and management of the natural gas supplies to meet its customer seasonal requirements through first of the month purchases, incremental gas daily purchases, and storage injection/withdrawal activity.

Planning Process

The Gas Supply Planning group develops monthly normalized gas supply requirements for each pipeline system based on annual load studies. A forecast model is utilized to provide a short term (1-7 days) load forecast. The forecasting model inputs include daily weather forecasts and utilizes historical data. The short term load forecast is updated and analyzed on a daily basis to plan the next day(s) gas supply and storage requirements. This load forecast provides the necessary information to help determine if current flowing gas along with available storage volumes is adequate, deficient or in excess of meeting the next day(s) forecasted requirements. The Gas Supply Representative uses that information to make day ahead changes to procurements.

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

(response to DR 9 continued)

The Gas Supply Representatives use the monthly normalized requirements to prepare Seasonal Gas Supply Plans, winter (November-March) and summer (April-October). The Seasonal Plans consist of monthly forecasted commodity purchases and storage withdrawals/injections.

Daily Decision Process

The gas procurement function is performed by the Gas Supply Representative and the Regional Manager. The Gas Supply Representative uses the Seasonal Gas Supply Plan to determine baseload purchases. Baseload purchase quantities are given to the suppliers five business days prior to the beginning of the flow month.

On a daily basis, the short term load forecast, storage inventories and market prices are reviewed and procurement decisions are made. When changes are made to the next day's flowing gas quantities, suppliers are notified no later than 8:00 AM, the business day prior to any nomination change. As the month is ending, current purchases and storage activity are considered and if necessary the Supply Plan is revised for succeeding months.

Public

DR-09

DR 9- KY Seasonal Gas Supply Plans 2018-2019

Atmos Energy Corporation
TGP-KY Gas Supply Plan
Summer 2018
All Volumes MMBTU
7/25/2018

REVISED

Tennessee Gas Area	30		31		30		31		31		30		31		214 Summer Total
	Apr-18 Monthly	Daily	May-18 Monthly	Daily	Jun-18 Monthly	Daily	Jul-18 Monthly	Daily	Aug-18 Monthly	Daily	Sep-18 Monthly	Daily	Oct-18 Monthly	Daily	
Total Requirements at CityGate	144,030	4,801	77,872	2,512	53,100	1,770	51,150	1,650	58,094	1,874	67,530	2,251	138,043	4,453	589,819
FS-MA Storage inj.	115,770	3,859	119,629	3,859	115,770	3,859	119,629	3,859	119,629	3,859	115,770	3,859	119,629	3,859	825,826
FS-PA Storage inj.	53,070	1,769	54,839	1,769	53,070	1,769	54,839	1,769	54,839	1,769	53,070	1,769	54,839	1,769	378,566
Total Gross Injections at meter	168,840	5,628	174,468	5,628	168,840	5,628	174,468	5,628	174,468	5,628	168,840	5,628	174,468	5,628	1,204,392
TOTAL NET PURCH AT DELIVERY	312,870	10,429	252,340	8,140	221,940	7,398	225,618	7,278	232,562	7,502	236,370	7,879	312,511	10,081	1,794,211
Inj Fuel															
1.51% FS-MA Storage net of injection fuel	114,030	3,801	117,831	3,801	114,030	3,801	117,831	3,801	117,831	3,801	114,030	3,801	117,831	3,801	813,414
1.51% FS-PA Storage net of injection fuel	52,260	1,742	54,002	1,742	52,260	1,742	54,002	1,742	54,002	1,742	52,260	1,742	54,002	1,742	372,788
Total Net Injections	166,290	5,543	171,833	5,543	166,290	5,543	171,833	5,543	171,833	5,543	166,290	5,543	171,833	5,543	1,186,202

Note: Purchases reflect storage activities; Purchases are the delivered volumes net of transportation fuel.

	MSQ	MDIQ	% to be inj	tot inj	# days inj	daily inj
FS-MA	903,859	6,026	90%	813,473	214	3,801
FS-PA	409,679	2,731	91%	372,808	214	1,742

	target inventory 3/31		target inventory 4/30		target inventory 5/31		target inventory 6/30		target inventory 7/31		target inventory 8/31		target inventory 9/30		target inventory 10/31	
	Apr inj		May inj		Jun inj		July inj		Aug inj		Sep inj		Oct inj			
% in Inventory FSMA	5%		18%		31%		43%		56%		69%		82%		95%	
FS-MA	45,193	114,030	159,223	117,831	277,054	114,030	391,084	117,831	508,915	117,831	626,746	114,030	740,776	117,831	858,607	
% in Inventory FSPA	5%		18%		31%		44%		57%		70%		83%		96%	
FS-PA	20,484	52,260	72,744	54,002	126,746	52,260	179,006	54,002	233,008	54,002	287,010	52,260	339,270	54,002	393,272	

Atmos Energy Corporation
TGP-KY Gas Supply Plan
Preliminary Winter 2018-2019
All Volumes MMBTU
9/12/2018

Tennessee Gas Area	30 Nov-18		31 Dec-18		31 Jan-19		28 Feb-19		31 Mar-19		151 Winter Total
	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	
Total Requirements	252,793	8,426	435,435	14,046	516,380	16,657	404,775	14,456	295,903	9,545	1,905,286
FS-MA Storage w/d	99,420	3,314	180,761	5,831	225,959	7,289	180,768	6,456	135,594	4,374	822,502
FS-PA Storage w/d	74,880	2,496	77,376	2,496	77,376	2,496	69,888	2,496	77,376	2,496	376,896
Total Withdrawals	174,300	5,810	258,137	8,327	303,335	9,785	250,656	8,952	212,970	6,870	1,199,398
TOTAL PURCHASES *	78,480	2,616	177,289	5,719	213,032	6,872	154,112	5,504	82,925	2,675	705,838

* purchase quantities have not been adjusted for fuel retention.

	MSQ	MDWQ
FS-MA	903,859	19,784
FS-PA	409,679	2,914

Atmos Energy Corporation
 Kentucky Gas Supply Seasonal Plan
Summer 2018
 All Volumes MMBTU
 7/25/2018

REVISED REVISED

Texas Gas Area

Planned Req.	30 Apr-18		31 May-18		30 Jun-18		31 Jul-18		31 Aug-18		30 Sep-18		31 Oct-18		214 Total Monthly
	Monthly	Daily													
Zone 2 *															
Texas Gas Req	188,040	6,268	76,818	2,478	45,210	1,507	47,368	1,528	43,276	1,396	55,920	1,864	129,456	4,176	586,088
Trunkline Req	30,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	214,000
Total Req	218,040	7,268	107,818	3,478	75,210	2,507	78,368	2,528	74,276	2,396	85,920	2,864	160,456	5,176	800,088
Zone 3															
Texas Gas Req	680,340	22,678	388,585	12,535	246,330	8,211	263,252	8,492	278,225	8,975	377,760	12,592	646,877	20,867	2,881,369
ANR Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midwest Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Req	680,340	22,678	388,585	12,535	246,330	8,211	263,252	8,492	278,225	8,975	377,760	12,592	646,877	20,867	2,881,369
Zone 4															
Texas Gas Req	68,640	2,288	36,518	1,178	22,020	734	23,219	749	23,250	750	27,390	913	59,954	1,934	260,991
TOTAL REQUIREMENTS	967,020	32,234	532,921	17,191	343,560	11,452	364,839	11,769	375,751	12,121	491,070	16,369	867,287	27,977	3,942,448
Estimated NNS Storage Injections Zones 2, 3 and 4	484,620	16,154	500,774	16,154	484,620	16,154	576,166	18,586	500,774	16,154	484,620	16,154	500,774	16,154	3,532,348
Owensboro Storage Group Injections via TGT (Grandview, Hickory)	41,276	2,428	75,268	2,428	72,840	2,428	75,268	2,428	75,268	2,428	72,840	2,428	75,268	2,428	488,028
Owensboro Storage Group Injections via ANR (Bon Harbor) ML-2 to ML-3	40,987	2,411	74,741	2,411	72,330	2,411	74,741	2,411	74,741	2,411	72,330	2,411	74,741	2,411	484,611
Madisonville Storage Group Injections via TGT (Kirkwood, St Charles)	142,987	8,411	260,741	8,411	252,330	8,411	260,741	8,411	260,741	8,411	252,330	8,411	260,741	8,411	1,690,611
East Diamond Storage Injection via ANR FTS-1 SE to ML-2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
East Diamond Storage Injection via ANR Fayetteville FTS-1 ML-2 to ML-2	61,013	3,589	111,259	3,589	107,670	3,589	111,259	3,589	111,259	3,589	107,670	3,589	111,259	3,589	721,389
East Diamond Storage Injections ANR Delivered to ML-2	46,308	2,724	84,444	2,724	81,720	2,724	84,444	2,724	84,444	2,724	81,720	2,724	84,444	2,724	547,524
Total Storage Injections	817,191	35,717	1,107,227	35,717	1,071,510	35,717	1,182,619	38,149	1,107,227	35,717	1,071,510	35,717	1,107,227	35,717	7,464,511
Texas Gas Purchase Zone 2	356,460	11,882	250,852	8,092	213,630	7,121	247,628	7,988	217,310	7,010	224,340	7,478	303,490	9,790	1,787,484
Texas Gas Purchase Zone 3	1,133,343	37,778	1,002,292	32,332	840,240	28,008	918,747	29,637	891,932	28,772	971,670	32,389	1,260,584	40,664	6,977,020
Texas Gas Purchase Zone 4	116,100	3,870	85,560	2,760	69,480	2,316	79,639	2,569	72,292	2,332	74,850	2,495	108,996	3,516	599,539
Total Texas Gas Purchases	1,605,903	53,530	1,338,704	43,184	1,123,350	37,445	1,246,014	40,194	1,181,534	38,114	1,270,860	42,362	1,673,070	53,970	9,364,043
Total Trunkline Purchases	30,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	31,000	1,000	30,000	1,000	31,000	1,000	214,000
Total ANR Purchases	148,308	4,944	270,444	8,724	261,720	8,724	270,444	8,724	270,444	8,724	261,720	8,724	270,444	8,724	1,753,524
Total Purchases	1,784,211	59,474	1,640,148	52,908	1,415,070	47,169	1,547,458	49,918	1,482,978	47,838	1,562,580	52,086	1,974,514	63,694	11,406,959

chk figure s/b "0"

Note 1: Purchases include planned storage injection quantities

* The Zone 2 summer requirements can be provided operationally all on Texas Gas Zn 2 deliveries.

Atmos Energy Corporation
 Kentucky Gas Supply Seasonal Plan
Preliminary Winter 2018-2019
 All Volumes MMBTU
9/12/2018

Texas Gas Area

	30		31		31		28		31		151 Total Monthly
	Nov-18 Monthly	Daily	Dec-18 Monthly	Daily	Jan-19 Monthly	Daily	Feb-19 Monthly	Daily	Mar-19 Monthly	Daily	
Zone 2 - Requirements	320,100	10,670	587,357	18,947	668,143	21,553	517,972	18,499	359,881	11,609	2,453,453
Texas Gas Purchase	126,600	4,220	607,122	19,585	270,243	8,718	167,622	5,987	82,131	2,649	1,253,718
Texas Gas - NNS Storage Withdrawals	133,500	4,450	267,000	8,613	320,400	10,335	280,350	10,013	200,250	6,460	1,201,500
Trunkline Purchase	60,000	2,000	77,500	2,500	77,500	2,500	70,000	2,500	77,500	2,500	362,500
Total	320,100		951,622		668,143		517,972		359,881		2,817,718
Zone 3 - Requirements	1,182,450	39,415	2,080,197	67,103	2,530,003	81,613	1,950,396	69,657	1,397,671	45,086	9,140,717
Texas Gas Purchase	522,600	17,420	1,151,464	37,144	1,311,052	42,292	490,700	17,525	589	19	3,476,405
Texas Gas - NNS Storage Withdrawals	213,000	7,100	426,000	13,742	511,200	16,490	447,300	15,975	319,500	10,306	1,917,000
Owensboro Storage Group Withdrawals *	154,440	5,148	159,588	5,148	159,588	5,148	293,468	10,481	257,827	8,317	1,024,911
Madisonville Storage Group Withdrawals *	292,410	9,747	302,157	9,747	302,157	9,747	440,104	15,718	350,393	11,303	1,687,221
East Diamond Storage Withdrawals SCULPTED**	-	0	41,000	1,323	246,000	7,935	278,833	9,958	469,371	15,141	1,035,204
ANR Pipeline PEAKING (6k/d) Fayetteville	0	0	0	0	0	0	0	0	0	0	0
Midwestern	0	0	0	0	0	0	0	0	0	0	0
Total	1,182,450		2,080,209		2,529,997		1,950,405		1,397,680		9,140,741
Zone 4 - Requirements	124,350	4,145	218,637	7,053	260,586	8,406	204,316	7,297	150,374	4,851	958,264
Texas Gas Purchase	86,730	2,891	143,406	4,626	170,314	5,494	125,328	4,476	93,961	3,031	619,739
Texas Gas - NNS Storage Withdrawals	37,615	1,254	75,230	2,427	90,276	2,912	78,992	2,821	56,423	1,820	338,535
Total	124,345		218,636		260,590		204,320		150,384		958,274
Total Requirements	1,626,900		2,886,191		3,458,732		2,672,684		1,907,927		12,552,434
Total NNS and Storage	830,965		1,270,975		1,629,621		1,819,047		1,653,764		7,204,371
Total Texas Gas Purchase	735,930	24,531	1,901,992	61,355	1,751,609	56,504	783,650	27,988	176,681	5,699	5,349,862
Total Trunkline Purchase	60,000	2,000	77,500	2,500	77,500	2,500	70,000	2,500	77,500	2,500	362,500
Total ANR Purchase	0	0	0	0	0	0	0	0	0	0	0
Total Midwest Purchase	0	0	0	0	0	0	0	0	0	0	0
Total Purchases	795,930	26,531	1,979,492	63,855	1,829,109	59,004	853,650	30,488	254,181	8,199	5,712,362

* For company owned and East Diamond storage, intention is to stick to monthly plan withdrawals, but do not anticipate rateable withdrawals throughout the month.

** East Diamond Withdrawals 20,500 for 18 days through Feb 15
 15,141 for 44 days

The above storage plan is for general planning purposes only - actual daily withdrawals will be sculpted throughout the month, including weekends.

Note 1: Purchases reflect total requirements less anticipated winter storage withdrawal.

Note 2: Purchase quantities have not been adjusted for fuel retention.

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

10. Provide a narrative description of any supply-planning computer models currently being used by Atmos, or being considered for future use.

Response:

Please see PDF document labeled **DR 10-Model Building Procedures.**

Public

DR-10

DR 10a Model Building Procedures

Model Building Procedures for Atmos Energy

Dr. Russell Robins
Martin F. Schmidt Chair of International Business
Freeman School of Business
Tulane University

Professor Robins received his doctorate in economics in 1982 from the University of California at San Diego. He joined the Tulane University's Freeman School of Business in 1989. From 1995 to 1999 he served as Faculty Director and Associate Dean of Academic Programs. Dr. Robins served as Associate Dean and Director of the Stewart Center for Executive Education at Tulane University from 2002 to 2011.

Prior to his appointment at the business school, he was a senior econometrician at Transworld Oil Ltd., in Hamilton, Bermuda. He also worked as an economist with Data Resources in Lexington, Massachusetts and as a senior econometrician with Shearson Lehman/American Express in New York.

Dr. Robins' primary research interests are in financial economics, applied econometrics, and forecasting. His research has been published in a number of leading journals including *Econometrica*, *Management Science*, and the *Review of Economics and Statistics*.

Dr. Robins has worked on gas utility forecasting since 1999.

1. Atmos Energy needs to produce Design Day forecasts.
 - a. The Company's standard methodology is to use the weather conditions with a probability of occurrence of once in 30 years. This consists of a set of conditions including Design Day HDD, prior day HDD and design day average wind speed as determined by Marquette. All parameters are determined as the hourly average over the standard gas day (9-9 in the central time zone).
2. Atmos uses Time Series linear regression models to prepare Design Day forecasts.
3. The linear regression model relates energy use (DTH) to weather variables, HDD, HDD squared, wind, day-of-the-week dummy variables, and monthly dummy variables

- a. Atmos prefers linear models that do not use HDD squared; non-linear models for extremely low temperatures could produce explosive forecasts for DTH
 - b. Since Atmos produces Design Day forecasts, Atmos builds models using ONLY winter data. Using only the most RELEVANT data leads to the best estimates of the impact of extreme weather onto energy use (DTH).
4. One of the objects of regression analysis is to build models with statistically significant variables while leaving no serial correlation in the residuals.
 - a. To eliminate serial correlation, it is conventional to use lags of HDD and lags of DTH.
 - b. Atmos uses Newey-West¹ weights to insure that the standard errors of the regression coefficients are consistently (correctly) estimated. Newey West weights allow proper t-tests, proper hypotheses tests, if there is heteroskedasticity and/or serial correlation in the errors.
 - c. Newey-West weights are computed as part of the EVIEWS statistical software package www.eviews.com. Atmos uses this software package
5. When building linear regression models, Atmos attempts to use as much winter data as is consistent with the best model (see point 9 for date range).
6. The linear regression model includes contemporaneous values for HDD, the first lag of HDD, the Peak Weather Variable (HDDX), wind, the first lag of DTH, day-of-the-week dummy variables, and monthly dummy variables. Models are estimated using only winter data.
7. The Design Day forecast is the upper 95% confidence limit of the model's forecast (with reasonable assumptions made for HDD, HDD lagged 1, wind, and DTH lagged 1 and wind).
 - a. In situations where Atmos does not have a good estimate for $DTH(t-1)$, Atmos estimates $DTH(t-1)$ using two different approaches and then averages the two forecasts.
 - i. The first approach is a simple regression of DTH onto HDD
 - ii. The second approach treats the Atmos model as a dynamic equation as solves for the steady state value of DTH. Point 9 discusses more of the details of the second approach.
 - b. Wind Speeds are not available for all peak day dates. If Atmos has wind data for the peak day, Atmos uses actual wind speeds on the peak day.

¹ Newey, W.K., and K.D. West (1987) "A Simple, Positive Semi-Definite Heteroskedasticity and Autocorrelation Consistent Covariance Matrix," *Econometrica* 55, 703-708

When there is no wind data available on the peak day, Atmos uses the maximum of the two methods listed below.

- i. Atmos uses the 95th percentile of wind speeds for the entire date range for which wind data is available. The 95th percentile seeks to balance the effect of high winds on cold days while eliminating the effect of extreme weather phenomena not associated with cold days.
 - ii. An exception to point i occurs when the largest HDD in the sample has wind speeds in excess of the 95th percentile. The conservative thing to do is use the actual wind speed on that day.
8. The following model is a simplified version of the model Atmos currently uses.

(1.1)

$$DTH(t) = C + \beta_1 * HDD(t) + \beta_2 * HDDX(t) + \beta_3 * HDD(t-1) + \beta_4 * DTH(t-1) + \beta_5 * wind(t) + \varepsilon(t)$$

Atmos forecasts DTH(t) using reasonable assumptions for HDD(t), HDDX(t) and HDD(t-1).

The Peak Weather Variable (HDDX) is the temperature at which the model gets the best R-Square. This temperature is supposed to be representative of the inflection point in the dataset at which the heat load increases for that particular region. Since 65 degrees is standard for all regions, it may not represent the correct temperature of increased heatload for each individual dataset, so HDD is used as well as the Peak Weather Variable (HDDX).

What is a reasonable estimate for DTH(t-1) when HDD(t-1) = 63(for example)?

The idea behind this approach is to use the basic Atmos equation, but view the equation as a dynamic equation and solve for the “Long-Run-Value (LRV)” of DTH—when HDD = 63.

To solve for the Long-Run-value (LRV) proceed as follows:

- a. Consider a situation where all days (“the long run” or “steady state” or at least today and yesterday) have HDD=63. That means that HDD(t)=HDD(t-1)=63.
- b. In steady state, DTH(t)=DTH(t-1)=LRV (Long-Run-Value).

Solve equation 1.1 for LRV, when you let HDD(t)=HDD(t-1)=63 and DTH(t)=DTH(t-1)=LRV. The solution is equation 1.2.

$$(1.2) \quad LRV = \frac{C + (\beta_1 + \beta_2) * 63}{(1 - \beta_3)}$$

In equation (1.2) $HDD = 63$, but the equation is valid for any specified value of HDD . The beta values are the values when equation 1.1 is estimated.

9. Atmos desires to use the most data possible when performing a forecast; this will increase the accuracy of the forecast. Atmos uses an iterative approach to decide the correct date range for each load study.
 - a. First, the model is run with all years of data.
 - b. Then, the model is run with the first year of the dataset removed from the entire dataset.
 - c. Then, the model is run with the first and second years of the dataset from the entire dataset.
 - d. Continue this process, until the last model only includes the 3 most recent years of data.
 - e. All of the models using different date ranges are evaluated by which model has the highest R-Square. The model with the highest R-Square is the model used.

10. In some cases, daily measurement is not available to perform a daily load study. In these cases, the measurement data is received as monthly volumes and monthly load studies are performed. Beginning in 2012, wind speed was added as a parameter in the daily load studies. Because of its nature, it is not possible to include the effects of wind directly in the design day calculation for a monthly load study. In order to ensure that sufficient capacity is held for these studies, it is appropriate to include an uncertainty factor based on the increase in design day observed for similarly situated daily load studies in which wind is included as a correlation factor.

- a. The following model is a simplified version of the model Atmos currently uses.

$$(1.3) \quad DTH(t) = c + \beta_1 * HDD(t) + \varepsilon(t) + windadjust$$

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

11. Provide organization charts of the overall corporate organization and of the gas planning, gas purchasing, and gas operations functions. Describe any changes that have occurred in the corporate, gas planning and purchasing, and gas operations organizations in the last five years, and any changes that are underway or contemplated within the next five years.

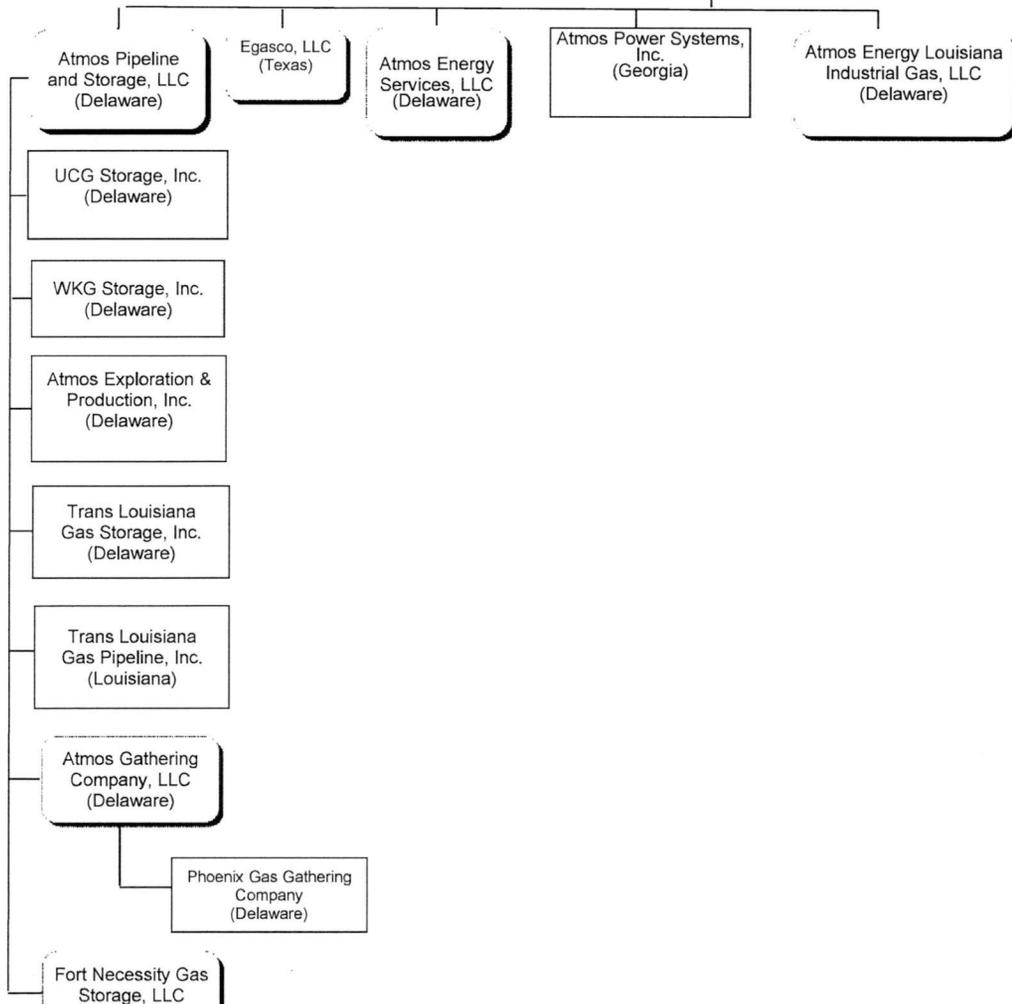
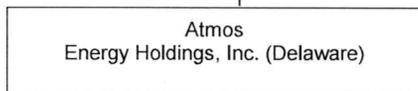
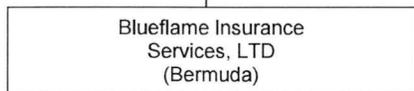
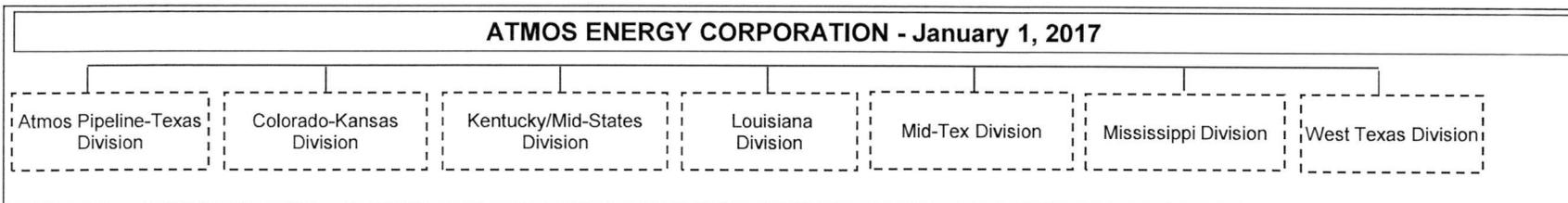
Response:

Attached as **DR 11A Attachment** is a current Corporate Org Chart, which became effective on January 1, 2017. At that time, Atmos Energy Marketing, LLC was sold to a third party and Atmos Energy Louisiana Industrial Gas, LLC was created. Attached as **DR 11B Attachment** is the prior Corporate Org Chart from before that change. Attached as **DR 11C Attachment** is an organization chart for Gas Planning, Gas Purchasing and Gas Control functions. Although individuals may have changed roles and/or retired or been hired within the past five years, no structural or functional changes have occurred within the last five years in the gas planning, gas purchasing, or gas control functions. There are no changes that are underway or contemplated within the next five years.

Public

DR-11

**DR 11A Attachment 2017.01.01 Corporate Organization
Chart**



LEGEND:

Corporation =

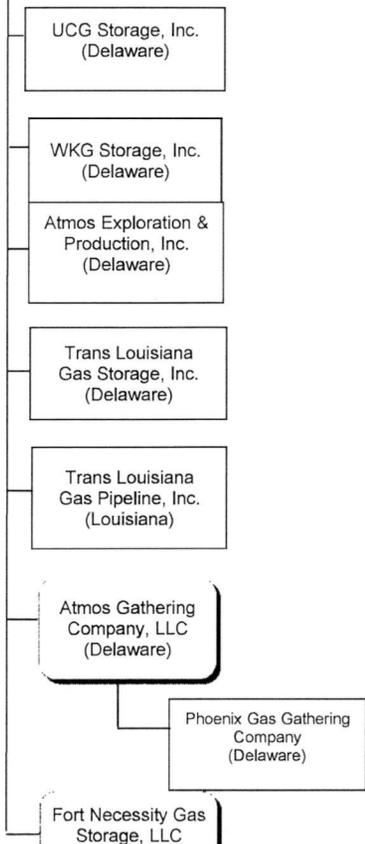
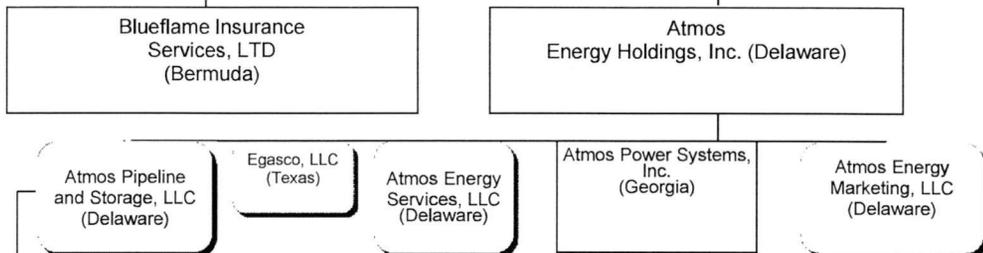
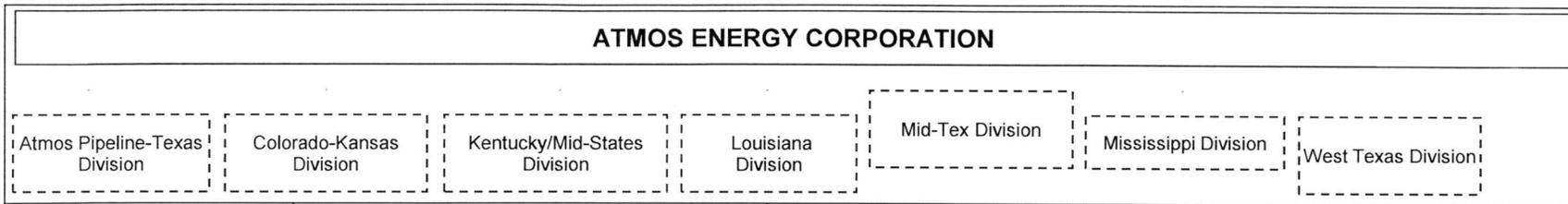
Division (Not A Separate Entity) =

Entity Disregarded for Federal Tax Purposes, but Treated as Separate Entity for Liability Purposes =

Public

DR-11

**DR 11B Attachment 2014.01.21 Corporate Organization
Chart**



LEGEND:

Corporation =

Division (Not A Separate Entity) =

Entity Disregarded for Federal Tax Purposes, but Treated as Separate Entity for Liability Purposes =

Public

DR-11

DR 11C Attachment Gas Supply Org Chart

Atmos Org Chart

Gas Supply & Services



Gas Supply

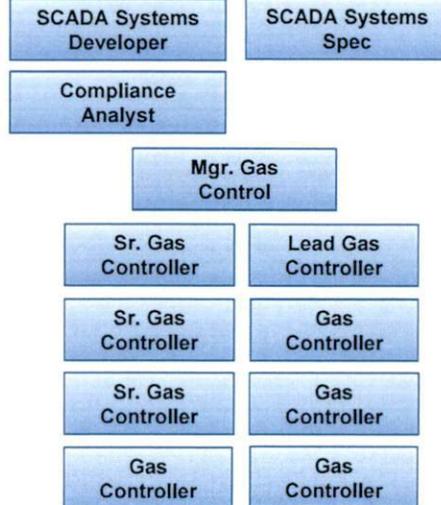
Director Gas Supply & Services

Contract Admin Specialist



Gas Control

Director Storage & Gas Control Op.



Planning, Hedging, Contract Admin

Director Gas Supply & Services



Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

12. Provide job descriptions of the personnel working in the gas planning, gas purchasing and gas operations functions.

Response:

Please see PDF document labeled **DR 12 Job Descriptions.**

Public

DR-12

DR 12a Job Descriptions

Atmos Energy Corporation
Job Description

Title: Compliance Analyst
Date Approved: 06/01/09

Exempt
Grade: 5

BASIC FUNCTION:

Administers and coordinates compliance with regulations imposed by various agencies. Ensures consistent responses to regulatory agencies as well as consistent application of regulations.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Works closely with division personnel, external organizations and facility administrators to obtain gas pipe testing records.
2. Completes incident reports and responses that are filed with regulatory agencies to ensure consistent in reporting and responses.
3. Tracks and monitors responses to ensure compliance with the guidelines imposed by the agencies.
4. Continuously monitors facilities and updates testing schedule and records as necessary.
5. Tracks and documents test results on database to ensure all facilities are tested.
6. Maintains submitted test results for two years for audit purposes.
7. Researches and keeps managers informed of any updates in the federal, state and local agency rules and regulations.
8. Develops and maintains positive working relationships and effectively coordinates with other business units as needed.
9. Performs other related duties as assigned.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Bachelor's degree in Business or a related field and a minimum of five years experience in the utility industry dealing with regulatory agencies; or

2. A general educational knowledge acquired through a high school diploma or a General Equivalency Diploma (GED) and seven years experience in utility industry dealing with regulatory agencies.

COMMUNICATION SKILLS:

Requires the ability to communicate with internal and/or external customers.

NUMERIC SKILLS:

Requires the ability to apply research methods, and/or advanced statistical and/or accounting methods.

COMPUTER SKILLS:

Requires basic computer skills in order to utilize various software applications for developing documents, reports and graphics.

WORK CONDITIONS:

1. Works in an office environment.
2. Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.
3. Overnight travel required.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Dir Gas Supply & Services
Date Approved: May 2, 2011

Exempt
Grade 8 / 9

BASIC FUNCTION:

Oversees the activities of the Gas Supply & Services staff engaged in performing Planning and Hedging functions. Coordinates activities with regional gas supply managers and operations personnel to ensure the availability of appropriate upstream assets.

PRIMARY DUTIES/RESPONSIBILITIES

1. Negotiates the acquisition of new or enhanced gas supply-related assets that are to be utilized to reduce cost and/or provide additional profits. Works with Contract Administration staff to negotiate North American Energy Standards Board ("NAESB") agreements to ensure an adequate number of physical suppliers and provide a portfolio mix of reliable yet competitive suppliers
2. Directs the development and implementation of corporate load forecasting and capacity planning strategy. Ensures that forecasting policies and procedures are in compliance with Company and regulatory requirements.
3. Makes certain the Gas Supply Planning group disseminates critical information throughout the Gas Supply department,
4. Is responsible for negotiating and contracting for gas supply assets including: firm transportation service, storage service, and peaking and/or delivered services for all Atmos regulated entities in all 12 states. Evaluates new storage projects, pipeline expansion projects, and changing supply dynamics to identify and negotiate pipeline discounts.
5. Directs gas supply risk management and hedging strategy activities for all Atmos regulated entities in all 12 states. Ensures compliance with all Company policies and procedures as well as local, state and federal regulatory requirements including Commodity Futures Trading Commission regulations.
6. Negotiates International Swaps and Derivatives Association ("ISDA") agreements in coordination with Treasury group ensuring adequate Dumber of counterparties and appropriate credit limits (up to \$500,000,000 of credit made available to Atmos).

7. Directs business development opportunities by evaluating and developing new supply related assets to help reduce operating division cost and provide value for Atmos' customers and shareholders.
8. Develops and monitors functional area budgets to ensure efficient utilization of resources. Plans and directs the achievement of functional goals and objectives within established Company policies. Decides how to achieve planned results within Company programs, policies, and guidelines. May set or change operating plans/goals within respective area.
9. Manages, coordinates, provides leadership to and reviews the work of staff employees. Develops staffing plans to ensure availability of human capital necessary to accomplish planned business results.. Selects, develops, trains, motivates and evaluates the performance of assigned employees.
10. Takes actions that have a measurable impact on gas supply planning and hedging strategic contributions across business units within AEH.
11. Is assigned problems to resolve that are usually defined by higher level leadership. Problems are difficult, and solutions require extensive analysis and investigation.

MINIMUM REQUIREMENTS:

Educational/Experience Level:

1. Masters degree in business, economics or a related field and six years related experience in the natural gas industry; or
2. Bachelor's degree in Business Administration or a related field and seven years of related experience in the natural gas; or
3. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and nine years of related experience in the natural gas industry.

Communication Skills:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

Numeric Skills:

Requires the ability to use moderately complex statistical and/or accounting methods.

Computer Skills:

Requires knowledge of various software applications to create complex documents, reports and/or graphics.

Work Conditions:

Works in an indoor environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Director Storage and Gas Control Operations

Exempt

Date Approved: 01/01/2007

Grade 8

BASIC FUNCTION:

Plans, organizes, develops and directs the gas storage, gas control and nominations and scheduling functions

PRIMARY DUTIES/RESPONSIBILITIES:

1. Oversees the efficient operation and administration of Gas Control and Nominations and Scheduling and has direct responsibility for the Company's Gas Storage function.
2. For Gas Storage:
 - Directs, negotiates, evaluates and contracts with supplier for gas storage (compression, well drilling, well head maintenance, gathering lines, and testing and verifying gas in reservoir) services to ensure the integrity of the Company's storage assets.
 - Designs, plans and implements gas storage acquisition programs.
 - Evaluates proposals and recommends maintenance programs and facilities to meet gas storage contract requirements.
 - Keeps abreast of state and federal guidelines through research and evaluations for the safe and proper operations of storage fields.
 - Directs business development opportunities by evaluating and developing new or existing storage assets.
 - Recommends further development of existing storage assets.
3. For Gas Control and Nominations and Scheduling:
 - Oversees the planning, organization and management of the Company's load management activities to ensure gas pressures and flows are maintained.
 - Oversees the planning, organization and coordination of all nominations and scheduling activities on all pipelines serving the Company.

4. Implements policies, procedures and standards to ensure proper administration of activities.
5. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, motivates and evaluates the performance of assigned employees.
6. Develops and monitors functional area budgets to ensure efficient utilization of resources. Plans and directs the achievement of area goals and objectives within established company policies.
7. Performs other related duties as required.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Bachelor's degree in Petroleum or Mechanical Engineering, geology or related field and seven years progressively responsible professional experience.

COMMUNICATION SKILLS:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

NUMERIC SKILLS:

Requires the ability to perform to perform algebraic, trigonometric and geometric operations and/or moderately complex statistical and/or accounting methods.

COMPUTER SKILLS:

Requires a high level of computer skills in order to utilize advanced operations of various software applications to create documents, reports and/or graphics.

WORK CONDITIONS:

Primarily works in an office environment, occasionally working outside.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy Corporation
Job Description

Title: Gas Contract Administration Specialist
Date Approved: 08/04/08

Exempt
Grade 4

BASIC FUNCTION:

Professional position responsible for providing technical and administrative assistance in the development and maintenance of the Company's contract administration functions as it relates to gas supply, regulated sales, transportation, and exchange activities.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Drafts, prepares, distributes, maintains, and monitors customer sales and transportation agreements, gas supply and pipeline agreements and amendments, including right of first refusal notices, to ensure that contract specifications are properly executed.
2. Monitors term expiration and price re-determination dates for gas supply (purchase contracts, pipeline transportation capacity and demand contracts, storage agreements, etc.) and customer sales and transportation contracts.
3. Administers all of the Company's gas supply financial hedge agreements.
4. Assists with research, analysis and compilation of various reports regarding contractual matters in prudence reviews, audits and internal reporting, and data requests from state regulatory commissions.
5. Prepares and distributes select divisional monthly sales, transportation volume reports and volumetric reports to designated personnel.
6. Updates and maintains a gas contract filing system database to ensure the orderly and functional process of contract management activities.
7. Provides information to management and divisions of all changes affecting customers' contracts, such as mergers, buyouts, name/address changes, and ensures these changes are made to the appropriate contract files.
8. Performs other related duties as required.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Bachelor's degree in Business or a related field and three years progressively responsible professional experience in contract administration; or
2. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and five years progressively responsible professional experience in contract administration.

COMMUNICATION SKILLS:

Requires the ability to communicate with internal customers and third parties in order to obtain and/or provide explanations and/or information on technical concepts to individuals with experience or knowledge of the technical area.

NUMERIC SKILLS:

Requires the ability to read and analyze real property boundary descriptions, as well as the ability to perform analyses involving ratios, percentages and simple statistical methods.

COMPUTER SKILLS:

Requires an advanced knowledge of database management applications and a working knowledge of various software applications to create documents, reports and/or graphics.

WORK CONDITIONS:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

**Atmos Energy Corporation
Job Description**

Title: Gas Controller
Date Approved: January 25, 2016

**Non-exempt
Grade 4**

BASIC FUNCTION:

Responsible for basic activities associated with remotely controlling the flow of gas through the Company's pipeline system, storage facilities, compressor stations and other natural gas facilities to meet system demand.

PRIMARY DUTIES/RESPONSIBILITIES:

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Monitors and controls the flow of gas from major purchase points and storage fields in order to stay within allocation guidelines. Controls the daily and seasonal balancing of these sources.
2. Operates the Supervisory Control and Data Acquisition (SCADA) systems to review data from and make changes to a metering station's gas flow and pressures.
3. Monitors and operates compressor stations to control the flow of gas in and out of the Company's storage fields.
4. Responds to SCADA alarms as indicated on alarm summary and as determined through the monitoring of terminal displays. Corrects the situation by remote control or by requesting assistance from appropriate field personnel.
5. Reviews previous shift records for critical operating conditions and data. Maintains records of unusual activities on the system.
6. Utilizes various sources of gas supply in meeting operating requirements.
7. Responds to after hour pipeline or operations emergency calls and dispatches appropriate personnel.
8. Prepares and distributes various reports relating to gas control activities.
9. May be responsible for accessing numerous pipeline electronic bulletin boards to confirm nominated supply and watch for pipeline operational flow orders (OFO's).
10. May be required to monitor the Homeland Security website every 4 hours in order to notify management of any status changes.

11. Requires constant oversight by more senior Gas Control co-workers for the first year in the role. Less oversight is required as incumbent gains working knowledge, skills and abilities, and gains experience.
12. Complies with all DOT and PHMSA regulations, specifically 192.631 Control Room Management.

MINIMUM REQUIREMENTS:

Educational/Experience Level:

1. Associate's Degree and three years related experience in the natural gas industry or a closely related field; or
2. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and four years related experience in the natural gas industry or a closely related field.

Communication Skills:

Requires the ability to communicate with internal and/or external customer in order to obtain and/or provide explanations and/or information on technical concepts to individuals with experience or knowledge of the technical area.

Numeric Skills:

Requires the ability to perform basic addition, subtraction, multiplication and division.

Computer Skills:

Requires basic computer skills for data entry, reference and/or retrieval tasks.

Work Conditions:

Works in an indoor environment.

This position is subject to shift work, in a 24-hour a day, 7-day a week environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Gas Coordinator
Date Approved: 04/29/2008

Exempt
Grade: 5

BASIC FUNTION:

Coordinates and plans daily gas purchases and storage activities to secure and maintain a reliable gas supply to meet the gas requirements within a framework of various market, pipeline operational, contractual, regulatory, and strategic considerations.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Develops and implements daily gas supply plans related to the gas purchase process. Keeps current with various gas market conditions impacting availability and pricing so those factors can be considered when developing daily supply plans.
2. Reviews and modifies the gas supply plan on a daily, and often times intraday, basis to ensure timely consideration of changing weather, market, pipeline operational, contractual, and regulatory and strategic conditions.
3. Collects numerous weather forecasts prior to gas being purchased to estimate customer demand. During periods of winter weather, forecasts are collected and reviewed throughout the day, including weekends and holidays, to detect shifts in customer demand that may require the purchase of additional gas.
4. Analyzes weather forecasting procedures and sources to evaluate accuracy and completeness.
5. Provides guidance to gas acquisition personnel regarding purchase quantities and geographical locations to meet forecasted customer demand given known pipeline operational constraints.
6. Directs scheduling of daily gas supplies and assists in nominating those supplies to ensure contractual purchase obligations are met in a timely manner.
7. Coordinates daily supply plans and resolves problems through interfaces with other divisions and external suppliers to maintain a dependable supply of gas.
8. Participates in a morning conference call to gather intelligence of operational constraints before implementation of the daily plan.
9. Manages and monitors distribution storage inventories to ensure current capabilities are known, and withdrawals/injections occur as planned.
10. Meets with accounting personnel to monitor and manage any existing pipeline imbalances.
11. Participates in the annual/winter planning process to provide guidance and ensure the successful development and implementation of daily gas supply plans.
12. Conducts independent analyses of historical pricing, temperature forecasting error, demand and purchase information for internal and external use, and to add to the planning knowledge data base.

13. Serves as a backup to the gas supply scheduler and works with supervision to fill in where necessary when normal daily operations require.
14. Provides support for regulatory proceedings. Support may include, but is not limited to, depositions, testimony, technical analysis, and supporting documentation.
15. Performs other related duties as assigned.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Masters degree in business, engineering or a related field and two years experience in business, engineering, or related utility experience; or
2. Bachelor's degree in business, engineering or a related field and three years experience in business, engineering, or related utility experience; or
3. A general educational knowledge acquired through a high school diploma or a General Equivalency Diploma (GED) and five years experience in business, engineering, or related utility experience

COMMUNICATION SKILLS:

Requires the ability to clearly and concisely express ideas in individual or group situations. Must be able to comprehend and process information and respond to communications from others as well as effectively utilize communication skills to keep informed and to inform appropriate parties.

NUMERIC SKILLS:

Needs to be comfortable working with numbers and have the ability to determine the validity of numeric information quickly. Paying attention to detail is a critical job aptitude. Strong analytical capability is necessary.

COMPUTER SKILLS:

Requires an advanced knowledge of various software applications to create spreadsheets, reports and graphs plus the ability to use the gas supply deal capture system.

WORK CONDITIONS:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning, and/or lifting.

Starts the workday prior to normal business operational hours.

Gas Supply is subject to 24/7 operations during peak seasons. May require overnight hotel stays or minimal travel.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Gas Scheduling Analyst

Date Approved: July 25, 2011

Exempt

Grade: 4

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

BASIC FUNCTION

Administers the transportation nomination, scheduling, and confirmation processes; reconciles confirmed volumes with connecting pipeline companies for gas flow, allocation and invoicing; and monitors and controls volumetric imbalances.

PRIMARY DUTIES/RESPONSIBILITIES

1. Confirms nominations at pipeline interconnections; resolves discrepancies in shippers' nominations; and provides confirmed nominations to Gas Control, so that transportation throughput and related revenues are maximized.
2. Ensures the integrity of final scheduled volumes recorded in the internal systems, for accurate allocation and invoicing.
3. Analyzes and controls capacity utilization when pipeline locations are constrained, and maintains a functional knowledge of various aspects relating to gas supply and the mechanics of the daily operations of different pipelines.
4. Monitors pipeline web sites on a daily basis, obtains scheduled volumes, reconciles differences from the original or confirmed nominations, and appropriately applies adjustments to affected shipper accounts.
5. Interfaces directly and provides assistance to shippers who have questions or experience difficulty with nominations. Serves as a liaison with other departments to resolve customer issues.
6. Screens measurement records, identifies volume imbalances that may be accruing, and communicates with the appropriate parties, to minimize commodity risk.
7. Prepares various reports and responses for regulatory commissions, accounting departments, internal and external auditors, and management reporting.

MINIMUM REQUIREMENTS

Educational/Experience Level

Requires Bachelor's degree in business or a related field; or

Associates degree in business or a related field and two years of related experience in business, logistics, or in the natural gas industry; or

High school education or equivalent and four years of related experience in business logistics or in the natural gas industry.

Communication Skills

Requires the ability to communicate with, persuade and/or influence internal and/or external customers on matters of a complex nature.

Numeric Skills

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

Computer Skills

Requires working knowledge of various software applications to create and maintain documents, reports, spreadsheets, and/or graphics.

Work Conditions

Works in an office environment.

Subject to working after hours, weekends and holidays as needed. Participates in an on-call role as directed by management.

Performs essential services during times of inclement weather.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Gas Supply Financial Trader
Date Approved: 05/11/2009

Exempt
Grade: 7

BASIC FUNCTION:

Advanced level position responsible for the design, management, administration and communication of gas supply risk management and hedging activities to ensure accurate ordering and purchase of hedges (i.e. Calls, Puts, Collars, Swaps, Futures, Physical, etc.).

PRIMARY DUTIES/RESPONSIBILITIES:

1. Maintains in depth working knowledge of financial hedging markets and regulatory requirements to meet Company's gas supply risk management objectives.
2. Develop and maintain Company's natural gas financial hedging processes and procedures. Creates documentation to incorporate evolving regulatory, financial reporting and Sarbanes-Oxley management oversight issues.
3. Implements gas supply hedging programs for all business units within the guidelines and rules of each state utility authority's rules and guidance and in accordance with the AEC Financial Hedging Policies and Procedures
 - Tracks actual hedges vs. planned hedges
 - Orders hedges and captures details for database entry
 - Confirm orders with counterparties
 - Provides mark-to-market amounts to accounting and to auditors
4. Maintains detailed documentation and responds to data requests by state regulatory commissions on all gas supply risk management matters, i.e. Prudence Review Annual Cost Adjustment (ACA) review.
5. Responsible for providing testimony before appropriate regulatory authorities regarding hedging activities, both in person and in writing.
6. Responsible for collaboration with other departments to negotiate and manage master financial hedging contracts (ISDA agreements) between the Company and its counterparties
7. Responsible for providing information and narrative descriptions regarding Company's financial hedging information in the annual report and for all interim financial reporting, as required.
8. Creates updates and maintains in house hedging database. Reviews and recommend third party hedging platforms.

9. Responsible for preparation of all gas supply hedging reports i.e.: Management and Board reports, regulatory reports, auditor reports and various business units. Communicate reports with all levels of management

10. Performs other related duties as assigned.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Masters degree in business, economics or a related field and five years related experience in the natural gas industry; or
2. Bachelor's degree in business, economics or a related field and six years related experience in natural gas industry; or
3. A general educational knowledge acquired through a high school diploma or a General Equivalency Diploma (GED) and eight years of related experience in natural gas industry.

COMMUNICATION SKILLS:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

NUMERIC SKILLS:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

COMPUTER SKILLS:

Requires working knowledge of various software applications to create documents, reports and/or graphics.

WORK CONDITIONS:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

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Atmos Energy Corporation
Job Description

Title: Gas Supply Representative
Exempt
Date Approved: November 21, 2013
Grade: 5

BASIC FUNCTION:

Evaluating gas supply requirements of the divisions and developing optimum supply portfolios which include, but not limited to, pipeline transportation, storage and commodity to ensure an economical and reliable source of natural gas.

PRIMARY DUTIES/RESPONSIBILITIES:

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Recommends gas purchasing strategies to achieve the above objectives including the RFP process
2. Assist with negotiating contract terms with pipelines and suppliers, makes evaluations of proposals and makes appropriate recommendations to management.
3. Designs, plans and implements gas supply acquisition programs to provide a Portfolio of reliable and competitive supplies.
4. Performs monthly and annual reporting to the Regulatory entities regarding Asset Management Plan, Hedging mark to market report, Purchased Gas Adjustment filing and gas supply and pipeline contract filings.
5. Provides necessary support for filings and reports listed above to the regulatory commissions.
6. Sends Requests for Proposals to suppliers to bid for system supply or asset management deals, makes necessary evaluations and recommendations to management.

7. Provides documentation necessary and responds to data requests by State Regulatory Commission on all gas supply related matters, i.e. Prudence Review, Purchased Gas Adjustment (PGA) Review, etc.
8. Provides volumetric and pricing forecasts necessary for purchased gas adjustment filings. Also works with PUS Staff auditor on a monthly basis during PGA audits.
9. Tracks end-user and system supply transportation nominations
10. Maintains updated information regarding contract terms with pipelines and suppliers.
11. Performs all gas accounting functions on supplier and pipeline invoices which includes verification of data for accuracy, completion of account distributions, completion of gas cost summaries and reconciliations to general ledger.
12. Coordinates with the Manager, Planning to ensure timely and accurate load forecasting necessary to prepare accurate gas supply plans.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

Master's degree in business, accounting, finance or a related field and one year of related experience; or

Bachelor's degree in business, accounting, finance or a related field and a minimum of three years related experience; or equivalent.

COMMUNICATION SKILLS:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

NUMERIC SKILLS:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

COMPUTER SKILLS:

Requires working knowledge of various software applications to create documents, reports and/or graphics.

WORK CONDITIONS:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

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Atmos Energy Corporation
Job Description

Title: Manager Gas Control
Date Approved: 5/30/17

Exempt
Grade 7VPP

REPORTS TO: Director, Storage & Gas Control Operations

BASIC FUNCTION:

Plans, organizes, coordinates and manages the Company's load management activities to ensure gas pressures and flows are maintained.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Directs and oversees the establishment of procedures, priorities, training and administration/operation of the centralized Gas Control function.
2. Oversees the preparation of short term requirement forecasts for the Company which is utilized for daily operation in Gas Control. Assists Gas Supply and/or an agent in planning the level of supply to order.
3. Directs the daily utilization of the Company-owned storage, pipeline no-notice storage, propane plants and the liquefied natural gas (LNG) plant.
4. Directs Gas Control's involvement with the business units during normal operations, pipeline emergencies, pipeline outages, and system maintenance to ensure proper pressures are maintained and maximum allowable operating pressures (MAOP) are not exceeded.
5. Ensures Gas Control's host Supervisory Control and Data Acquisition (SCADA) system and remote terminal units are monitoring, controlling and calculating gas flows accurately and properly for all telemetered points.
6. Directs the research, analysis and compilation of various reports and studies as required by management and other departments.
7. Represents the Company at pipeline suppliers/customers curtailment and gas control meetings.
8. Determines the level of gas curtailment to transportation and/or interruptible industrial and commercial customers.
9. Develops and monitors functional area budgets to ensure efficient utilization of resources. Plans and directs the achievement of area goals and objectives within established company policies.
10. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, trains, motivates and evaluates the performance of assigned employees.
11. Performs other related duties as required.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Bachelor's degree in Business or a related field and seven years progressively responsible professional related experience in the natural gas industry; or
2. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and nine years progressively responsible professional related experience in the natural gas industry.
3. Completion of the Operator Qualifications requirements for Manager Gas Control

COMMUNICATION SKILLS:

Requires the ability to communicate with internal and/or external customer in order to obtain and/or provide explanations and/or information on technical concepts to individuals with experience or knowledge of the technical area.

NUMERIC SKILLS:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

COMPUTER SKILLS:

Requires advanced knowledge of various software applications to create documents, reports and/or graphics.

WORK CONDITIONS:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

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Atmos Energy Corporation
Job Description

Title: Mgr Gas Supply & Services

Exempt

Date Approved: October 21, 2016

Grade 7

BASIC FUNCTION:

Responsible for the cost-effective procurement, development, implementation and direction of gas supply procurement, reporting, and regulatory compliance. Institutes and monitors standardized practices across the system to ensure enterprise consistency.

PRIMARY DUTIES/RESPONSIBILITIES

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Responsible for the procurement and administration of gas supply and transportation services including gas supply planning, capacity and storage. Directs all third party nominations, volume management and balancing activities on regulated distribution systems.
2. Leads and monitors the standardization of gas supply practices across the enterprise to ensure consistency and regulatory compliance.
3. Oversees compliance with state and local regulations and consults with enterprise partners in order to influence those regulations. Develops and maintains appropriate professional relationships with pipelines, regulators, marketers, customers and other key stake holders.
4. Manages, performs and reviews economic valuations of various projects including gas supply alternatives in support of gas supply procurements and asset acquisitions or divestitures.
5. Presides over, performs and reviews computer modeling and special studies related to end user load forecasting and supply mix, avoided cost, competitive bidding state regulatory filings and financial data (sales, revenue and capital budgeting).
6. Maintains three years of purchase backup per business unit for data request, prudence review and management studies. Facilitates the archiving of historical data past three years in central records.
7. Completes actual gas cost schedules to be used in the Regulatory team's monthly PGA filings. Provides corporate accounting and business units' regulatory team with gas cost estimate of current month.

8. Monitors all pipeline compliance and related filings. Provides regulatory testimony as it pertains to gas procurement services. Advises leadership of potential issues that may impact the enterprise and our customers.
9. Develops and monitors functional area budgets to ensure efficient utilization of resources. Plans and directs the achievement of area goals and objectives within established company policies.
10. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, trains, motivates and evaluates the performance of assigned employees.

MINIMUM REQUIREMENTS

Educational/Experience Level:

Bachelor's degree in business or a related field and seven years progressively responsible related experience in natural gas industry.

Communication Skills:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

Numeric Skills:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

Computer Skills:

Requires working knowledge of various software applications to create documents, reports and/or graphics.

Work Conditions:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

**Atmos Energy Corporation
Job Description**

Title: Manager, Gas Supply Administration
Date Approved: July 19, 2013

**Exempt
Grade 7**

BASIC FUNCTION

Plans, organizes, coordinates and directs activities related to gas purchase contracts and related agreements to ensure performance by the company and the supplier, and ensures compliance with contractual terms, regulations, internal audit requirements and gas purchase payment obligations.

PRIMARY DUTIES/RESPONSIBILITIES

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Assumes primary responsibility for the administration of all agreements entered into by Gas Acquisitions ensuring compliance of contractual provisions and regulatory requirements in a manner that maximizes value to the Company.
2. Coordinates, monitors, and ensures timely and accurate payment for gas purchases based on the terms and conditions of gas supply contracts and coordinates between the gas supply department, treasury and gas suppliers to resolve payment issues.
3. Develops contracting policies and administrative procedures that will accomplish the purposes and goals of the Company.
4. Ensures proper review and compliance reporting required under the Dodd-Frank regulations related to physical supply and asset management agreements
5. Manages the housing and maintenance of gas supply related contracts including master agreements, term supply, peaking agreements, seasonal baseload, storage and gas transportation contracts.
6. Serves as a liaison between gas supply department, regulatory department, legal department and gas suppliers while resolving discrepancies found in contract agreements.
7. Accumulates gas purchase data, prepares schedules and exhibits, assists in the development of pre-filed testimony, and assists in the responding to interrogatories in support of the gas cost review proceedings.
8. Coordinates with the rates and regulatory department to ensure compliance in gas supply related regulatory matters including gas cost review proceedings.
9. Interfaces with gas accounting, gas scheduling and gas measurement groups and reviews contract data in accounting systems to ensure accurate data is entered into system.

10. Develops and monitors functional area budgets to ensure efficient utilization of resources. Plans and directs the achievement of area goals and objectives within established Company policies
11. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, motivates and evaluates the performance of assigned employees.
12. Interfaces with Atmos internal audit for all audits and Sarbanes-Oxley Act compliances.
13. Assists in the planning, development, implementation and maintenance of a computerized gas information system to track all aspects of the gas purchase transactions.
14. Manages the scheduling department for all gas transported behind the distribution system and ensure Gas Supply's capacity is not compromised by third party transporters. Coordinates with Rate Departments in each division to ensure that transportation tariffs accurately reflect business practices.

MINIMUM REQUIREMENTS

Educational/Experience Level:

1. Bachelor's degree in Business Administration and minimum five years progressively responsible professional experience in contract administration or related field in the energy industry; or equivalent.

Communication Skills:

Requires the ability to communicate with internal and/or external customers in order to obtain and/or provide explanations and/or modifications on technical or other complex concepts to individuals with little or no background in the area under discussion. Strong written skills are essential.

Numeric Skills:

Requires the ability to review and prepare complex financial and/or accounting reports.

Computer Skills:

Requires advanced knowledge of various software applications to create documents, reports and/or graphics.

Work Conditions:

Works in an office environment. Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Mgr Gas Supply Planning

Exempt

Date Approved: December 16, 2015

Grade 7

BASIC FUNCTION:

Responsible for managing and developing design day, seasonal, annual and multiple year load forecasts. Supervise planning and forecasting group. Required to provide regulatory testimony supporting the company's forecasts and decisions.

PRIMARY DUTIES/RESPONSIBILITIES

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Develops strategies around load forecasting and capacity planning. Develops models and templates for forecasting.
2. Utilizes proprietary load forecast to manage all aspects of load planning including: pipeline transportation and storage determination, peak day, monthly, annually, and long term supply requirements. Creates and maintains daily volumetric database.
3. May provide other business units with regulatory support for data requests including historical weather and volumetric data, as well as serve as an expert witness and give testimony before state commissions.
4. Creates short-term forecasts to assist with daily purchase decisions.
5. Assists in developing financial models to track and maintain hedging results. May serve as backup for financial hedging execution agreements.
6. Reviews and updates contracts and contract database as needed. Assists with contract negotiations.
7. Develops and monitors functional area budgets to ensure efficient utilization of resources. Plans and directs the achievement of area goals and objectives within established company policies.
8. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, trains, motivates and evaluates the performance of assigned employees.

MINIMUM REQUIREMENTS

Educational/Experience Level:

Bachelor's degree in business or a related field and five years related experience in natural gas industry; or

A general educational knowledge acquired through a high school diploma or a General Equivalency Diploma (GED) and seven years related experience in natural gas industry.

Communication Skills:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

Numeric Skills:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

Computer Skills:

Requires working knowledge of various software applications to create documents, reports and/or graphics.

Work Conditions:

Works in an office environment. Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Manager, Regional Gas Supply
Date Approved: 07/17/2007

Exempt
Grade: 7

BASIC FUNCTION:

Responsible for the cost-effective procurement, development, implementation and direction of regional gas supply procurement, reporting, and regulatory compliance. This position is also responsible for supporting the activities of the organizations regulated business units.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Responsible for the procurement and administration of regional gas supply and transportation services including gas supply planning, capacity and storage.
2. Oversees compliance with state and local regulations and consults with Atmos' Business Units and/or Shared Services departments in order to influence those regulations.
3. Works in conjunction with the business units to develop and maintain appropriate professional relationships with pipelines, regulators, marketers, customers and other key stake holders.
4. Direct all third party nominations, volume management and balancing activities on regulated distribution systems.
5. Manage, perform and review economic valuations of various projects including gas supply alternatives in support of gas supply procurements and asset acquisitions or divestitures.
6. Preside over, perform and review computer modeling and special studies related to end user load forecasting and supply mix, avoided – cost, competitive bidding state regulatory filings and financial data (sales, revenue and capital budgeting).
7. Maintain three years of purchase backup per business unit for data request, prudence review and management studies. Facilitate the archiving of historical data past three years in central records.
8. Complete actual gas cost schedules to be used in the Regulatory team's monthly PGA filings. Provide corporate accounting and business units regulatory team with gas cost estimate of current month.
9. Monitor all pipeline compliance and related filings. Advise and support corporate legal and business unit leadership of any potential issues that may impact the enterprise and our customers.
10. Provide regulatory testimony as it pertains to gas procurement services provided.
11. Develops and monitors functional area budgets to ensure efficient utilization of resources. Plans and directs the achievement of area goals and objectives within established company policies.
12. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, trains, motivates and evaluates the performance of assigned employees.

13. Performs other related duties as assigned.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Bachelor's degree in business or a related field and five years progressively responsible related experience in natural gas industry; or
2. A general educational knowledge acquired through a high school diploma or a General Equivalency Diploma (GED) and seven years of progressively responsible related experience in natural gas industry.

COMMUNICATION SKILLS:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

NUMERIC SKILLS:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

COMPUTER SKILLS:

Requires working knowledge of various software applications to create documents, reports and/or graphics.

WORK CONDITIONS:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Regional Planning Analyst
Date Approved: January 25, 2012

Exempt
Grade: 5

BASIC FUNCTION:

Responsible for developing design day, seasonal, annual and multiple year load forecasts. This position is also responsible for evaluating transportation and storage capacity using the forecast developed to ultimately contract for the appropriate pipeline capacity to meet firm design day requirements.

PRIMARY DUTIES/RESPONSIBILITIES

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Responsible for completing the design day forecasts, normal volume requirements by month and daily forecasts requirements by load study throughout the enterprise.
2. Responsible for comparing actual volumes to forecasted volumes to determine variance and further analyze variance by each component (i.e. resulting from weather difference, number of customers, etc.) annually for peak/design day and monthly forecasts.
3. Responsible for modifying forecasts as necessary and communicating those revisions to appropriate personnel to be utilized in revising supply purchase and storage plans.
4. Provides each business division regulatory support including processing data requests, preparing testimony and testifying before state commissions.
5. Evaluates transportation and storage capacity to ensure ability to meet peak days.
6. Evaluates and optimizes transportation portfolio considering, alternative transportation options, upstream pipeline capacity and market changes that could affect the portfolio.
7. Responsible for working with engineers and operations to evaluate local production opportunities.

MINIMUM REQUIREMENTS

Educational/Experience Level:

Bachelor's degree in mathematics or related field and five years of related experience in natural gas industry; or equivalent.

Communication Skills:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

Numeric Skills:

Requires strong mathematical background with the ability to perform analyses involving ratios, percentages, statistical methods, and regression analysis.

Computer Skills:

Requires extensive knowledge of various software applications to create complex documents, reports, spreadsheets, and graphics.

Work Conditions:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: SCADA Systems Developer
Date Approved: 02/21/2007

Exempt
Grade 6

BASIC FUNCTION:

High level professional position responsible for developing, modifying, installing, monitoring SCADA system software, hardware, and documentation to ensure proper integration and efficient operation of the Company's SCADA infrastructure.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Installs, monitors, and documents operating system software and hardware to ensure the efficient operation of the SCADA systems.
2. Analyzes SCADA system errors, failures and other system performance indicators and determines needed projects and programs
3. Oversees the maintenance of SCADA hardware and software system including computer equipment, network hubs & routers, electronic remote terminal units (RTUs), and related telecommunications equipment.
4. Oversees maintenance of SCADA backup system and communication feeds to minimize down time in the even of primary system outages
5. Determine system hardware and software requirements to ensure optimum operating system efficiency by providing performance data of the operating system.
6. Creates, maintains and updates technical SCADA documents such as user manuals, system schematics and other diagrams, and test documents.
7. Serves as subject matter expert on SCADA systems to provide technical support to field employees as needed.
8. Develops, programs and implements new or modifications to existing system hardware and software to solve problems or provide additional functionality
9. Maintains backup system and communication feeds to minimize down time in the even of primary system outages.
10. Stays abreast of changing technology & programming languages as they relate to SCADA systems.
11. Performs system integration studies and designs optimal communication system interfaces and protocols between devices and systems.

12. Performs other related duties as required.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Bachelor's degree in Computer Science, Electrical/Computer Engineering or a closely related field and four years of progressively responsible professional experience in computer programming and operating systems analysis; or
2. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and six years of progressively responsible professional experience in computer programming and operating systems analysis.

COMMUNICATION SKILLS:

Requires the ability to communicate with internal and/or external customers in order to obtain and/or provide explanations and/or information on technical concepts to individuals with experience or knowledge of the technical area.

NUMERIC SKILLS:

Requires the ability to perform algebraic, trigonometric and geometric operations and/or moderately complex statistical and/or accounting methods.

COMPUTER SKILLS:

Requires advanced knowledge of various software applications to create complex documents, reports and graphics.

WORK CONDITIONS:

Works in an office environment, occasionally outdoors.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Must be able to accurately differentiate wiring and other system components by color.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: SCADA Systems Specialist

Date Approved: May 9, 2013

Exempt

Grade: 5

BASIC FUNCTION:

Responsible for implementation of SCADA system projects related to new or modified facilities including application configuration and design, graphics development, system security, system administration, and other activities in accordance with SCADA policies, procedures, and standards.

PRIMARY DUTIES/RESPONSIBILITIES:

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Designs, codes, tests, and integrates new software into the system, and performs maintenance activities for the real-time SCADA system including modification to host software, specialized software packages and communications interface software.
2. Develops upgrade process for existing SCADA equipment and associated network. Conducts analysis and troubleshooting, recommending solutions, and implementing fixes associated with SCADA systems and applications.
3. Develops and implements system procedures, strategies, administrative, security, and maintenance activities related to SCADA systems.
4. Develops upgrade process for existing SCADA equipment and associated network. Conducts analysis and troubleshooting, recommending solutions, and implementing fixes associated with SCADA systems and applications.
5. Participates in the planning and implementation of new or enhanced software.
6. Provides advice and assistance to clients to utilize, integrate, and maintain SCADA systems. Provides expert consulting, advice and training to control center personnel.
7. Maintains current knowledge of and complies with Company policies, procedures, safety and regulatory requirements.

MINIMUM REQUIREMENTS:

Educational/Experience:

Bachelor's degree in engineering, computer science or a related field, and 4 years related experience or equivalent.

Communication Skills:

Requires excellent verbal/written communication skills and a high level of human relations, negotiation and interpersonal skills.

Numeric Skills:

Requires the ability to perform basic addition, subtraction, multiplication and division.

Computer Skills:

Requires advanced computer skills for systems administration and to utilize various software applications for data entry, reference and/or retrieval tasks.

Work Skills:

Works in an office environment. Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Senior Administrative Assistant
Date Approved: 01/01/2006

Non-exempt
Grade 2

BASIC FUNCTION:

Advanced level position responsible for providing basic and general administrative and clerical activities for a department director and his/her associated department.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Prepares and ensures accuracy and completeness of correspondence, forms, reports and other various projects.
2. Coordinates and schedules appointments and meetings. Makes travel, conference and meeting arrangements and reservations.
3. Answers, screens and directs incoming calls to appropriate individual. Provides basic information regarding functional area.
4. Greets, screens, directs and/or announces visitors to appropriate individual.
5. Receives, sorts and routes incoming mail to appropriate individuals.
6. Prepares correspondence, packages and other materials for outgoing mail or delivery services.
7. May enter data into on-line computer programs. Identifies system and/or procedural problems and submits recommendations to reduce and/or eliminate problems.
8. Maintains an adequate level of office supplies.
9. Prepares invoices for payment. Maintains record of expenditures for budget purposes.
10. May provide training and/or assistance to others engaged in similar activities.
11. Updates and maintains publications, manuals and libraries.
12. Establishes, organizes and maintains detailed records and files.
13. Performs other related duties as required.

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. A general educational knowledge normally acquired through a high school diploma or a general Equivalency Diploma (GED) and two years secretarial experience.

COMMUNICATION SKILLS:

Requires the ability to communicate with internal and/or external customers in order to obtain and/or provide basic types of factual information.

NUMERIC SKILLS:

Requires the ability to perform basic addition, subtraction, multiplication and division.

COMPUTER SKILLS:

Requires a working knowledge of various business computer applications in order to create standardized documents, reports or graphics.

WORK CONDITIONS:

Works in an indoor environment.

Requires frequently performing activities, including, but not limited to, stooping, bending, crawling, kneeling, grasping, reaching, climbing and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Sr. Gas Controller
Date Approved: January 25, 2016

Non-exempt
Grade 4

BASIC FUNCTION:

Senior level position responsible for activities associated with remotely controlling the flow of gas through the Company's pipeline system, storage facilities, compressor stations and other natural gas facilities to meet system demand.

PRIMARY DUTIES/RESPONSIBILITIES:

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Monitors and controls the pipeline system and related facilities using information from the Supervisory Control and Data Acquisition (SCADA) computer system. Activities include:
 - Coordinate flow of gas with field activities during emergency or crisis situations.
 - Monitor and control gas storage facilities and/or regulating facilities as it related to compression within prescribed guidelines to balance the pipeline system (directs operation at manned facilities)
 - Monitor mainline compression and regulating facilities to efficiently control gas flow and pressure through the pipeline system at confirmed levels.
 - Monitor and control the flow of gas in and from the pipeline system, including deliveries to electric generation facilities.
 - Respond to SCADA alarms and appropriately address the condition either by remote control operation or by dispatching appropriate personnel to the site.
2. Handles moderately complex and critical issues. Responds to after-hours pipeline emergency calls, initiates first response by dispatching appropriate personnel, and relays incidents to management and regulatory bodies as appropriate or necessary.
3. Responsible for training entry level Gas Controllers through direct observation and guidance. Continues to monitor and assist after the operator qualification process is completed for the new Gas Controllers.
4. Documents daily activity into gas control logbook, clearance log and other records.
5. Reviews previous shift records for critical operating data or conditions.
6. Maintains knowledge of and adhere to company and regulatory guidelines.

7. Complies with all DOT and PHMSA regulations, specifically 192.631 Control Room Management.

MINIMUM REQUIREMENTS:

Educational/Experience Level:

1. Associate's Degree and five years related experience in monitoring and controlling pipeline facilities in a network operating center within the natural gas industry or a closely related field; or
2. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and six years related experience in monitoring and controlling pipeline facilities in a network operating center within the natural gas industry or a closely related field.
3. Completion of the Operator Qualification requirements for Gas Controller

Communication Skills:

Requires the ability to communicate with internal and/or external customers in order to obtain and/or provide explanations and/or information on technical concepts to individuals with experience or knowledge of the technical area.

Numeric Skills:

Requires the ability to perform basic addition, subtraction, multiplication and division.

Computer Skills:

Requires basic computer skills for data entry, reference and/or retrieval tasks.

Work Conditions:

1. Works in an indoor environment.
2. This position is subject to shift work, in a 24-hour a day, 7-day a week environment
3. Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Sr. Gas Scheduling Analyst

Exempt

Date Approved: February 1, 2016

Grade 5

BASIC FUNCTION:

Senior level position which administers the transportation, nomination, scheduling, and confirmation processes; reconciles confirmed volumes with connecting pipeline companies for gas flow, allocation and invoicing; and monitors and controls volumetric imbalances.

PRIMARY DUTIES/RESPONSIBILITIES

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Confirms nominations at pipeline interconnections; resolves discrepancies in shipper's nominations; and provides confirmed nominations to Gas Control, so that transportation throughput and related revenues are maximized.
2. Ensures the integrity of final scheduled volumes recorded in the internal systems, for accurate allocation and invoicing.
3. Analyzes and controls capacity utilization when pipeline locations are constrained, and maintains a functional knowledge of various aspects relating to gas supply and the mechanics of the daily operations of different pipelines.
4. Monitors pipeline web sites on a daily basis, obtains scheduled volumes, reconciles differences from the original or confirmed nominations, and appropriately applies adjustments to affected shipper accounts.
5. Interfaces directly and provides assistance to shippers who have questions or experience difficulty with nominations. Serves as a liaison with other departments to resolve customer issues. Coordinates with Contract Administration and TBS Support for new customers or updates as needed for maintenance of the system.
6. Subject matter expert in resolving customer and department scheduling conflicts. Cross trained and able to back up all other Schedulers when necessary.
7. Screens measurement records, identifies volume imbalances that may be accruing, and communicates with the appropriate parties, to minimize

commodity risk. Expected to support management in responding to audits and controls concerning imbalances and scheduled volumes.

8. Prepares various reports and responses for regulatory commissions, accounting departments, internal and external auditors, and management reporting.
9. Monitors Gas Control logbook daily and interfaces with Gas Control on scheduling related issues.
10. Trains external customers on use of company scheduling system.
11. Assists in training new Gas Scheduling Analysts on scheduling system and related duties.
12. Represents the department and company in industry events and conferences.

MINIMUM REQUIREMENTS

Educational/Experience Level:

Requires Bachelor's degree in business or a related field and five years of experience as a Gas Scheduler; or

A general educational knowledge acquired through a high school diploma or a General Equivalency Diploma (GED) and seven years of experience in Gas Scheduling.

Communication Skills:

Requires the ability to communicate with, persuade and/or influence internal and/or external customers on matters of a complex nature.

Numeric Skills:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

Computer Skills:

Requires working knowledge of various software applications to create and maintain documents, reports, spreadsheets, and/or graphics.

Work Conditions:

Works in an office environment.

Subject to working after hours, weekends and holidays as needed. Participates in an on-call role as directed by management.

Performs essential services during times of inclement weather.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status.

Atmos Energy Corporation
Job Description

Title: Senior Gas Supply Representative

Date Approved: 12/14/2007

Exempt

Grade: 6

BASIC FUNCTION:

Senior level position responsible for evaluating gas supply requirements of the divisions and developing optimum supply portfolios which include, but not limited to, pipeline transportation, storage and commodity to ensure an economical and reliable source of natural gas.

PRIMARY DUTIES/RESPONSIBILITIES:

1. Responsible for evaluating and recommending gas purchasing strategies in order to achieve the above objectives including the request for proposal (RFP) process.
2. Negotiates contract terms with pipelines and suppliers, makes evaluations of proposals and makes appropriate recommendations to management.
3. Designs, plans and implements gas supply acquisition programs to provide a Portfolio of reliable and competitive supplies.
4. Performs monthly and annual reporting to the Regulatory entities regarding Asset Management Plan, Hedging mark to market report, Purchased Gas Adjustment filing and gas supply and pipeline contract filings. Provides necessary support for filings and reports listed above to the regulatory commissions.
5. Sends Requests for Proposals to suppliers to bid for system supply or asset management deals, makes necessary evaluations and recommendations to management.
6. Provides documentation necessary and responds to data requests by State Regulatory Commission on all gas supply related matters, i.e. Prudence Review, Purchased Gas Adjustment (PGA) Review, etc.
7. Provides volumetric and pricing forecasts necessary for purchased gas adjustment filings. Also works with PUS Staff auditor on a monthly basis during PGA audits.
8. Develops and maintains supplier relationships. Negotiates gas purchase contracts for base load, peaking, swing and spot supplies within cost and contract parameter guidelines..

9. Drafts, prepares and executes spot gas purchase contracts and secures new suppliers for spot gas purchases. Negotiates contracts to conclusion and instructs contract administration regarding new contracts so that they are properly set up for future processing.
10. Monitors the NYMEX strip and hub-basis differentials for the purpose of converting floating index contract prices to fixed prices as part of price volatility mitigation efforts related to the gas supply portfolio. Negotiates the fixed price conversion with suppliers and marketers under guidelines furnished by the Manager.
11. Assists Contract Administration personnel with any volume and pricing issues regarding purchases. Works with administrative, pipeline, and seller personnel to help resolve pricing and volume allocation issues.
12. Maintains knowledge of pipeline operations and system requirements to effectively achieve an optimal purchasing strategy.
13. Maintains knowledge of federal, state and local intrastate and interstate regulations.
14. Performs other related duties as assigned..

MINIMUM REQUIREMENTS:

EDUCATIONAL/EXPERIENCE LEVEL:

1. Bachelor's degree in business, accounting, finance or a related field and five years related experience in natural gas industry; or advanced degree with three years of related experience.
2. A general educational knowledge acquired through a high school diploma or a General Equivalency Diploma (GED) and ten years of related experience in natural gas industry.

COMMUNICATION SKILLS:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

NUMERIC SKILLS:

Requires the ability to perform analyses involving ratios, percentages and simple statistical methods.

COMPUTER SKILLS:

Requires working knowledge of various software applications to create documents, reports and/or graphics.

WORK CONDITIONS:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

Atmos Energy is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or veteran status status.

Atmos Energy Corporation
Job Description

Title: Sr. Regional Planning Analyst

Exempt

Date Approved: August 13, 2016

Grade 6

BASIC FUNCTION:

Lead coordinator between outside consultants and management to design standard forecasting methodology. Develops design day, seasonal, annual and multiple year load forecasts. Evaluates transportation and storage needs to contract pipeline capacity.

PRIMARY DUTIES/RESPONSIBILITIES

THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.

1. Assists with model design and development of the standard forecasting methodology utilized throughout the enterprise.
2. Coordinates with outside consultants on the development and evaluation of forecasting methodology changes, reviewing the consultants' analysis and providing recommendations to management to improve the standard forecasting methodology.
3. Compares actual volumes to forecasted volumes to determine variance and further analyze variance by component (i.e. resulting from weather difference, number of customers, etc.) annually for peak/design day and monthly forecasts.
4. Modifies forecasts as necessary and communicates those revisions to appropriate personnel to be utilized in revising supply purchase and storage plans.
5. Provides each business division regulatory support including processing data requests, preparing testimony and testifying before state commissions.
6. Evaluates transportation and storage capacity to ensure ability to meet peak days.
7. Evaluates and optimizes transportation portfolio considering, alternative transportation options, upstream pipeline capacity and market change that could affect the portfolio.

8. Works with engineering and operations to evaluate local production opportunities.

MINIMUM REQUIREMENTS

Educational/Experience Level:

Bachelor's degree in engineering, mathematics, business, or related field and a minimum of five years of related experience; or equivalent.

Communication Skills:

Requires the ability to communicate, persuade and/or influence internal and/or external customers at a high level such as senior management on matters of a technical and/or complex nature.

Numeric Skills:

Requires strong mathematical background with the ability to perform analyses involving ratios, percentages, statistical methods, and regression analysis.

Computer Skills:

Requires extensive knowledge of various software applications to create complex documents, reports, spreadsheets, and graphics.

Work Conditions:

Works in an office environment.

Requires occasionally performing activities including, but not limited to, bending, stooping, grasping, reaching, twisting, turning and/or lifting.

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Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

- 13.** Provide copies of reports or internal audits or reviews of any aspect of the supply function conducted within the last five years. Include reports prepared by Atmos and outside auditors.

Response:

There have been no internal or external audits or reviews of the gas supply function within the last five years.

Atmos Energy Corporation
KPSC Appendix B Data Request
Case No. 2018-00233
Witness: Mark A. Martin

14. Provide a copy of Atmos's strategic plan with primary emphasis on gas procurement, transmission, delivery, expansion and inclusive of any significantly related capital expenditures.

Response:

Please see Response to Data Request 9.