

JOHN N. HUGHES  
*Attorney at Law*  
Professional Service Corporation  
124 West Todd Street  
Frankfort, Kentucky 40601

Telephone: (502) 227-7270

Email: [jnhughes@johnnhughespsc.com](mailto:jnhughes@johnnhughespsc.com)

November 13, 2020

Kent Chandler  
Acting Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40602-0615

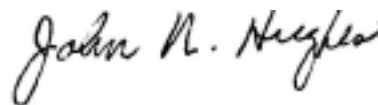
RE: Atmos Energy: Case 2020-00289

Dear Mr. Chandler:

Atmos Energy Corporation submits its responses to the Commission's First Request for Information in the above captioned proceeding. If there are any questions about this matter, please contact me.

I certify that the electronic filing is a complete and accurate copy of the original documents to be filed in this matter, which will be filed within the time designated by the Commission's COVID-19 orders and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means.

Sincerely,



John N. Hughes  
Attorney for Atmos  
Energy Corporation

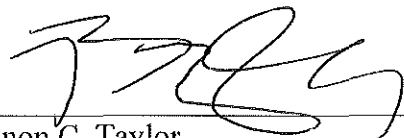
COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

ELECTRONIC REQUEST OF ATMOS ENERGY	)	
CORPORATION FOR MODIFICATION AND	)	
EXTENSION OF ITS GAS COST ADJUSTMENT	)	CASE NO.
PERFORMANCE BASED RATEMAKING	)	2020-00289
MECHANISM	)	

AFFIDAVIT

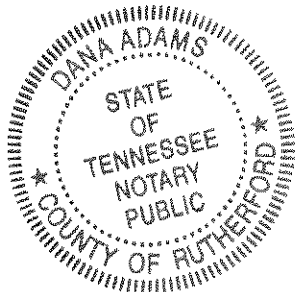
The Affiant, Brannon C. Taylor, being duly sworn, deposes and states that the attached responses to Commission Staff's first request for information are true and correct to the best of his knowledge and belief.

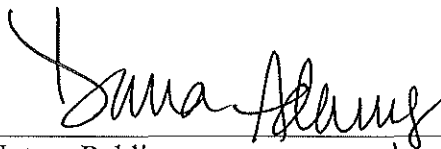
  
 \_\_\_\_\_  
 Brannon C. Taylor

STATE OF Tennessee

COUNTY OF Williamson

SUBSCRIBED AND SWORN to before me by Brannon C. Taylor on this the \_\_\_th day of November, 2020.



  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires: 9/21/22

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-01**  
**Page 1 of 6**

**REQUEST:**

Refer to Atmos's August 31, 2020 motion to modify and extend its Performance-Based Ratemaking (PBR) mechanism (Motion), Report on Performance-Based Ratemaking (Report), pages 3 and 4, which describes the Requests for Proposal (RFP) for potential asset managers to provide single-source contracts for its distribution systems served by Texas Gas Transmission/Trunkline Pipeline/ANR Pipeline Company (Texas Gas/Trunkline/ANR) and Tennessee Gas Pipeline (Tennessee Gas).

- a. Provide a summary of the contract terms of each of the successful bidders for the Texas Gas/Trunkline/ANR and Tennessee Gas specific contracts, along with a detailed explanation of why each was chosen over competing bidders.
- b. Provide a breakdown of the annual gas commodity and transportation cost savings achieved in each of the two Texas Gas/Trunkline/ANR and Tennessee Gas distribution systems for each year of the four years covered by the Report.
- c. Provide a comparison of the annual gas commodity and transportation cost savings achieved in each of the two distribution systems with commodity and transportation costs savings achieved in the two systems for each year of the ten years ending June 2016.

**RESPONSE:**

- a. Please see confidential Attachment 1 for a list of Atmos Kentucky's Gas Supply and Asset Management Agreements in effect during the four years of this PBR review period, June 2016 through May 2020. Also, please see confidential Attachment 2 through confidential Attachment 5 for the four RFP recommendations that explain how each of these were chosen in the competitive bidding RFP process. Additionally, please see confidential Attachment 6 through confidential Attachment 9 for the four Gas Supply and Asset Management Agreements that contain sections summarizing the contract terms.
- b. The following four charts provide a breakdown of the annual gas commodity and transportation cost savings achieved by pipeline service area: Texas Gas/Trunkline/ANR and Tennessee Gas Pipeline for each year of the four years covered by the Report. Please note, Atmos Energy has a single PBR for total gas costs in the state of Kentucky. The Company's KY PBR reporting file was not set up to show total costs broken out between the pipeline areas, and as such, there may be slight rounding differences between the amounts reported in the following charts and the amounts reported in the filed 4<sup>th</sup> Year PBR Report. Subsequent to Atmos Energy

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-01**  
**Page 2 of 6**

filing its 4<sup>th</sup> year report, the Company noted that a small capacity release transaction occurring over the three months December 2017, January 2018 and February 2018, with total capacity release savings of \$16,789 were reported within the Transport Discount line rather than the Capacity Release line item. In the Atmos Energy PBR mechanism, capacity release savings are categorized within the TIF PBR tariff section, so even though these nominal amounts were not itemized specifically as capacity release savings, the total TIF savings included these capacity release savings. The chart that follows for the 2017-2018 PBR year separately itemizes the capacity release amount.

<b>Kentucky PBR Summary Schedule</b>					
<b>June 2016 - May 2017</b>				<b>TGP</b>	<b>TGT ANR Trunkline</b>
<b>Total FOM &amp; GD Dths</b>		<b>16,464,086</b>		<b>2,039,022</b>	<b>14,430,053</b>
Commodity Discount		\$3,229,620		\$491,037	\$2,738,583
Transport Discount		\$3,377,820		\$1,325,622	\$2,052,197
Capacity Release		\$0		\$0	0
<b>Total Monthly Savings</b>		<b>\$6,607,439</b>		<b>\$1,816,659</b>	<b>\$4,790,780</b>
Total Transport Cost		\$25,804,343		\$5,054,488	\$20,749,855
Total Commodity Cost		\$47,782,580		\$5,812,201	\$41,970,379
<b>Total Cost</b>		<b>\$73,586,922</b>		<b>\$10,866,689</b>	<b>\$62,720,233</b>
Sharing Breakpoint	2%	\$1,471,738		\$217,334	\$1,254,405
Atmos Band 1 Savings	30%	\$441,522		\$65,200	\$376,321
Atmos Band 2 Savings	50%	\$2,567,851		\$799,663	\$1,768,188
<b>Customer Share</b>		<b>\$3,598,067</b>		<b>\$951,796</b>	<b>\$2,646,271</b>
<b>Atmos Share</b>		<b>\$3,009,372</b>		<b>\$864,863</b>	<b>\$2,144,509</b>

<b>Kentucky PBR Summary Schedule</b>					
<b>June 2017 - May 2018</b>				<b>TGP</b>	<b>TGT ANR Trunkline</b>
<b>Total FOM &amp; GD Dths</b>		<b>20,183,562</b>		<b>2,618,602</b>	<b>17,563,653</b>
Commodity Discount		\$3,567,137		\$423,844	\$3,143,292
Transport Discount		\$3,549,844		\$1,348,535	\$2,201,309
Capacity Release		\$16,789		\$0	\$16,789
<b>Total Monthly Savings</b>		<b>\$7,133,770</b>		<b>\$1,772,379</b>	<b>\$5,361,391</b>
Total Transport Cost		\$26,268,162		\$5,123,076	\$21,145,221
Total Commodity Cost		\$59,180,700		\$7,695,841	\$51,484,859
<b>Total Cost</b>		<b>\$85,448,862</b>		<b>\$12,818,917</b>	<b>\$72,630,080</b>
Sharing Breakpoint	2%	\$1,708,977		\$256,378	\$1,452,602
Atmos Band 1 Savings	30%	\$512,693		\$76,914	\$435,780
Atmos Band 2 Savings	50%	\$2,712,396		\$758,000	\$1,954,395
<b>Customer Share</b>		<b>\$3,908,680</b>		<b>\$937,465</b>	<b>\$2,971,216</b>
<b>Atmos Share</b>		<b>\$3,225,089</b>		<b>\$834,914</b>	<b>\$2,390,175</b>

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-01**  
**Page 3 of 6**

<b>Kentucky PBR Summary Schedule</b>			
<b>June 2018 - May 2019</b>		<b>TGP</b>	<b>TGT ANR Trunkline</b>
<b>Total FOM &amp; GD Dths</b>	<b>19,797,243</b>	<b>2,464,203</b>	<b>17,333,040</b>
Commodity Discount	\$3,792,714	\$528,093	\$3,264,621
Transport Discount	\$3,425,534	\$1,339,960	\$2,085,575
Capacity Release	\$0	\$0	0
<b>Total Monthly Savings</b>	<b>\$7,218,249</b>	<b>\$1,868,053</b>	<b>\$5,350,196</b>
Total Transport Cost	\$26,298,086	\$5,072,727	\$21,225,497
Total Commodity Cost	\$61,399,385	\$7,565,066	\$53,834,319
<b>Total Cost</b>	<b>\$87,697,471</b>	<b>\$12,637,793</b>	<b>\$75,059,816</b>
Sharing Breakpoint	2% \$1,753,949	\$252,756	\$1,501,196
Atmos Band 1 Savings	30% \$526,185	\$75,827	\$450,359
Atmos Band 2 Savings	50% \$2,732,150	\$807,648	\$1,924,500
<b>Customer Share</b>	<b>\$3,959,914</b>	<b>\$984,577</b>	<b>\$2,975,337</b>
<b>Atmos Share</b>	<b>\$3,258,335</b>	<b>\$883,475</b>	<b>\$2,374,859</b>

<b>Kentucky PBR Summary Schedule</b>			
<b>June 2019 - May 2020</b>		<b>TGP</b>	<b>TGT ANR Trunkline</b>
<b>Total FOM &amp; GD Dths</b>	<b>18,397,674</b>	<b>2,257,120</b>	<b>16,140,554</b>
Commodity Discount	\$3,908,954	\$611,859	\$3,297,094
Transport Discount	\$3,398,650	\$1,180,066	\$2,218,584
Capacity Release	\$0	\$0	0
<b>Total Monthly Savings</b>	<b>\$7,307,604</b>	<b>\$1,791,925</b>	<b>\$5,515,678</b>
Total Transport Cost	\$26,001,073	\$4,728,864	\$21,272,416
Total Commodity Cost	\$39,170,186	\$4,845,525	\$34,324,662
<b>Total Cost</b>	<b>\$65,171,259</b>	<b>\$9,574,389</b>	<b>\$55,597,077</b>
Sharing Breakpoint	2% \$1,303,425	\$191,488	\$1,111,942
Atmos Band 1 Savings	30% \$391,028	\$57,446	\$333,582
Atmos Band 2 Savings	50% \$3,002,089	\$800,219	\$2,201,868
<b>Customer Share</b>	<b>\$3,914,487</b>	<b>\$934,260</b>	<b>\$2,980,228</b>
<b>Atmos Share</b>	<b>\$3,393,117</b>	<b>\$857,665</b>	<b>\$2,535,451</b>

- c. Please note, Atmos Energy has a single PBR for total gas costs in the state of Kentucky. The Company's Kentucky PBR reporting file was not set up to show total costs broken out between the pipeline areas. Older PBR periods preceding the last KPSC Order in Case No. 2015-00298 (in which the Commission reviewed the Company's PBR records and the Company's reported savings for the four year period June 2011 - May 2015) are more difficult to break into the requested groupings due to the age of the records. Atmos Energy retained the annual PBR

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-01**  
**Page 4 of 6**

reports, but the supporting detail is in varying formats with some having passed beyond their record retention period. The two charts that follow provide a breakdown of the annual gas commodity and transportation cost savings achieved by pipeline service area: Texas Gas/Trunkline/ANR and Tennessee Gas Pipeline for two PBR report periods, June 2014 – May 2015 and June 2015 – May 2016. At this time the Company offers a third chart that is a multi-year summary of the annual gas commodity and transportation cost savings for the period June 2006 to May 2016. Atmos Energy will continue to assess the data to see if the breakout comparison by pipeline area can be provided for the years requested.

<b>Kentucky PBR Summary Schedule</b>				
<b>June 2014 - May 2015</b>				
			<b>TGP</b>	<b>TGT ANR Trunkline</b>
<b>Total FOM &amp; GD Dths</b>		<b>20,810,133</b>	<b>2,778,030</b>	<b>18,032,103</b>
Commodity Discount		\$3,189,635	\$426,750	\$2,762,885
Transport Discount		\$3,039,228	\$1,156,994	\$1,882,233
Capacity Release		\$0	\$0	0
<b>Total Monthly Savings</b>		<b>\$6,228,862</b>	<b>\$1,583,744</b>	<b>\$4,645,118</b>
Total Transport Cost		\$25,530,357	\$5,176,406	\$20,353,951
Total Commodity Cost		\$74,945,046	\$9,870,780	\$65,074,267
<b>Total Cost</b>		<b>\$100,475,403</b>	<b>\$15,047,186</b>	<b>\$85,428,217</b>
Sharing Breakpoint	2%	\$2,009,508	\$300,944	\$1,708,564
Atmos Band 1 Savings	30%	\$602,852	\$90,283	\$512,569
Atmos Band 2 Savings	50%	\$2,109,677	\$641,400	\$1,468,277
<b>Customer Share</b>		<b>\$3,516,333</b>	<b>\$852,061</b>	<b>\$2,664,272</b>
<b>Atmos Share</b>		<b>\$2,712,529</b>	<b>\$731,683</b>	<b>\$1,980,846</b>

<b>Kentucky PBR Summary Schedule</b>				
<b>June 2015 - May 2016</b>				
			<b>TGP</b>	<b>TGT ANR Trunkline</b>
<b>Total FOM &amp; GD Dths</b>		<b>16,567,651</b>	<b>2,171,788</b>	<b>14,395,557</b>
Commodity Discount		\$2,976,522	\$505,500	\$2,471,022
Transport Discount		\$3,046,410	\$1,290,231	\$1,756,179
Capacity Release		\$0	\$0	0
<b>Total Monthly Savings</b>		<b>\$6,022,932</b>	<b>\$1,795,731</b>	<b>\$4,227,201</b>
Total Transport Cost		\$25,350,029	\$5,043,143	\$20,306,886
Total Commodity Cost		\$39,712,350	\$5,204,685	\$34,507,665
<b>Total Cost</b>		<b>\$65,062,379</b>	<b>\$10,247,828</b>	<b>\$54,814,551</b>
Sharing Breakpoint	2%	\$1,301,248	\$204,957	\$1,096,291
Atmos Band 1 Savings	30%	\$390,374	\$61,487	\$328,887
Atmos Band 2 Savings	50%	\$2,360,842	\$795,387	\$1,565,455
<b>Customer Share</b>		<b>\$3,271,716</b>	<b>\$938,857</b>	<b>\$2,332,859</b>
<b>Atmos Share</b>		<b>\$2,751,217</b>	<b>\$856,874</b>	<b>\$1,894,342</b>

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-01**  
**Page 5 of 6**

Atmos Energy Corporation  
Kentucky Division  
PBR Savings Breakout June 2006 - May 216

	<u>Commodity Discount</u>	<u>Transport Discount</u>	<u>Capacity Release</u>	<u>Total Monthly Savings</u>	<u>FINAL Atmos KY Share</u>	<u>Kentucky Customers' Share</u>
June 2006 - May 2007	\$ 3,739,622	\$ 296,692	\$ 282,286	\$ 4,318,601	\$ 1,566,032	\$ 2,752,568
June 2007 - May 2008	\$ 4,190,040	\$ 298,881	\$ 243,678	\$ 4,732,599	\$ 1,678,572	\$ 3,054,027
June 2008 - May 2009	\$ 4,190,040	\$ 340,742	\$ 362,472	\$ 4,893,253	\$ 1,800,303	\$ 3,092,950
June 2009 - May 2010	\$ 4,189,609	\$ 299,662	\$ 471,802	\$ 4,961,074	\$ 2,100,217	\$ 2,860,857
June 2010 - May 2011	\$ 4,190,040	\$ 351,240	\$ 470,481	\$ 5,011,761	\$ 2,099,265	\$ 2,912,496
June 2011 - May 2012	\$ 3,228,496	\$ 1,664,490	\$ 172,590	\$ 5,065,575	\$ 2,212,710	\$ 2,852,865
June 2012 - May 2013	\$ 3,350,612	\$ 2,663,170	\$ -	\$ 6,013,782	\$ 2,676,312	\$ 3,337,470
June 2013 - May 2014	\$ 3,907,534	\$ 2,395,495	\$ -	\$ 6,303,029	\$ 2,672,804	\$ 3,630,225
June 2014 - May 2015	\$ 3,189,635	\$ 3,039,227	\$ -	\$ 6,228,862	\$ 2,712,529	\$ 3,516,333
June 2015 - May 2016	\$ 2,976,522	\$ 3,046,410	\$ -	\$ 6,022,932	\$ 2,751,217	\$ 3,271,716

**ATTACHMENTS:**

ATTACHMENT 1 - Staff\_1-01\_Att1 - KY Gas Supply and Asset Management Agreements (CONFIDENTIAL), 1 Page.

ATTACHMENT 2 - Staff\_1-01\_Att2 - KY TGP RFP AMA Apr15-Mar17 Recommendations (CONFIDENTIAL).pdf, 2 Pages.

ATTACHMENT 3 - Staff\_1-01\_Att3 - KY TGT AMA RFP Nov15-Oct20 Recommendations (CONFIDENTIAL).pdf, 2 Pages.

ATTACHMENT 4 - Staff\_1-01\_Att4 - KY TGP RFP AMA Apr17-Mar20 Recommendations (CONFIDENTIAL).pdf, 2 Pages.

ATTACHMENT 5 - Staff\_1-01\_Att5 - KY TGP RFP AMA Apr20-Mar23 Recommendations (CONFIDENTIAL).pdf, 3 Pages.

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-01**  
**Page 6 of 6**

ATTACHMENT 6 - Staff\_1-01\_Att6 - KY TGP RFP AMA Apr15-Mar17 Addendum (CONFIDENTIAL).pdf, 35 Pages.

ATTACHMENT 7 - Staff\_1-01\_Att7 - KY TGT AMA RFP Nov15-Oct20 Addendum (CONFIDENTIAL).pdf, 42 Pages.

ATTACHMENT 8 - Staff\_1-01\_Att8 - KY TGP RFP AMA Apr17-Mar20 Addendum (CONFIDENTIAL).pdf, 38 Pages.

ATTACHMENT 9 - Staff\_1-01\_Att9 - KY TGP RFP AMA Apr20-Mar23 Addendum (CONFIDENTIAL).pdf, 40 Pages.

Respondent: Brannon C. Taylor



**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-02**  
**Page 1 of 2**

**REQUEST:**

Refer to the Report, page 6.

- a. Explain in detail how the Transportation Cost Component of Atmos's PBR mechanism produced approximately half of the total \$28 million PBR savings achieved over the last four years and approximately 42 percent of the \$32.6 million transportation cost savings achieved over the 22 years of the program.
- b. Explain why Atmos proposes to retain the Off-System Sales and Capacity Release components if they are inactive. Explain any barriers to implementing those components in the future if they are removed for inactivity.

**RESPONSE:**

- a. The Kentucky PBR mechanism incentivizes the Company's Gas Supply Planning Department. to seek out, negotiate and obtain interstate pipeline discounts at the time capacity is contracted or upon renewal (which generally occurs every 3 – 5 years). The Planning Department has studied the markets and interstate systems and the availability of capacity at receipt locations that provide the best opportunities for generating savings. The Planning Department has frequent conversations with the various pipeline representatives to stay abreast of developments and gauge new opportunities to generate savings. One example is a relatively recent form of capacity utilization between Atmos Energy utility divisions called segmentation. Here is a summary write up regarding one such transaction: *The PBR program is a State Public Service Commission approved mechanism for customers and shareholders to participate in savings. Releasing unutilized capacity segments 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 TGT capacity to Atmos KY. The TGT 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 TGT. Savings generated through this release flows through the MS and KY PBR programs. Consistent with other divisional releases, the releasing party releases the capacity to the replacement party for half the base contract rate. Atmos Energy's Legal Department recommended releasing the capacity directly to Atmos KY as a pre-arranged biddable release. The release was clearly identified as such on the TGT Electronic Bulletin Board.*

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-02**  
**Page 2 of 2**

In the current PBR year, segmented capacity releases on three transportation contracts from Mississippi to Kentucky have yielded demand savings of approximately \$95,000 per month in Kentucky. Additionally, as mentioned above, the Planning Department has negotiated discounted pipeline demand rates on approximately six other transportation contracts (at the time of initial contract and when negotiating a renewal which is generally every 3 – 5 years); these yield roughly \$130,000 per month in transportation demand savings. Finally, Atmos Energy's asset manager provides a firm delivered supply service with embedded interstate pipeline transportation capacity, charging no demand nor delivery fee; this provides significant savings from avoided pipeline transportation costs of about \$65,000 per month in Kentucky.

- b. Off-system Sales and Capacity Releases are activities that occur in response to market forces, and it would not be practical or even possible to request regulatory approval to reinstitute those mechanisms. Market conditions would have changed before the approval could be granted. Since they have proven of value to ratepayers in past, Atmos Energy did not see why they should be terminated.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-03**  
**Page 1 of 1**

**REQUEST:**

Refer to the Report, page 7. Explain in detail the additional risk taken by Atmos due to the PBR mechanism, giving particular attention to risks undertaken over the last four years in comparison to the previous 18 years of the program.

**RESPONSE:**

Establishing a benchmark price creates additional price risk for the Company. In the early years of the PBR mechanism (December 2000), Atmos Energy was required to make swing purchases due to the extreme cold weather. As a result of the swing purchases, the Company incurred an average actual price for supplies purchased in December 2000 in excess of the benchmark price.

The downside of Atmos Energy's price risk under the PBR was realized at that time. Under high prices and constrained supply (due to cold weather and heavy demand) The Company had no choice but to pay more for some gas supplies than the benchmark price established under the PBR. Ordinarily, Atmos' customers would have paid the full price of these purchases. Under the PBR, however, Atmos Energy's customers benefited because they actually paid only half the difference between the PBR benchmark and the purchase price. Atmos Energy's shareholders absorbed the other half - over \$1,000,000.

While natural gas prices are not as high as they were in December 2000, market price volatility still persists, even throughout the past four years, where the Henry Hub natural gas price has fluctuated from as low as \$1.48 to as high as \$4.84.

More recently, due to changes in the availability of natural gas, the Company has been able to segment transportation contracts to avoid pipeline demand charges. However, with the use of a segmented contract, the Company must rely on non-traditional receipt points with less liquidity and potentially more price risk. It is the PBR mechanism that creates the incentive for the Company to take on this risk.

In the early years of the PBR mechanism, Atmos Energy experienced increased risk of supply failure due to consolidation of all of its supply requirements with a single supplier. The Company now bids out its supply requirements on a pipeline-by-pipeline basis. Additionally, the Company now has much more experience with the PBR mechanism and the marketers that respond to its RFPs, which allow it to better manage risk of supply.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-04**  
**Page 1 of 3**

**REQUEST:**

Refer to the Report, page 1, which describes the inception of Atmos's PRP program in 1998.

- a. Explain the concerns for the cost of natural gas and reliability of supply that existed in the late 1990s and early 2000s.
- b. Explain whether the concerns for the cost of natural gas and reliability of supply that existed in the late 1990s and early 2000s still exist.
- c. Compare and contrast the cost and volatility of natural gas and concerns regarding the reliability of supply from the late 1990s over the intervening years to the present.
- d. Since Atmos's PBR mechanism was established, provide the percentage of total gas cost for which Atmos's purchase price was above the benchmark for that purchase.
- e. Explain whether Atmos believes a PBR mechanism is still necessary in the current low-cost natural gas environment for Kentucky local distribution companies generally and Atmos specifically.

**RESPONSE:**

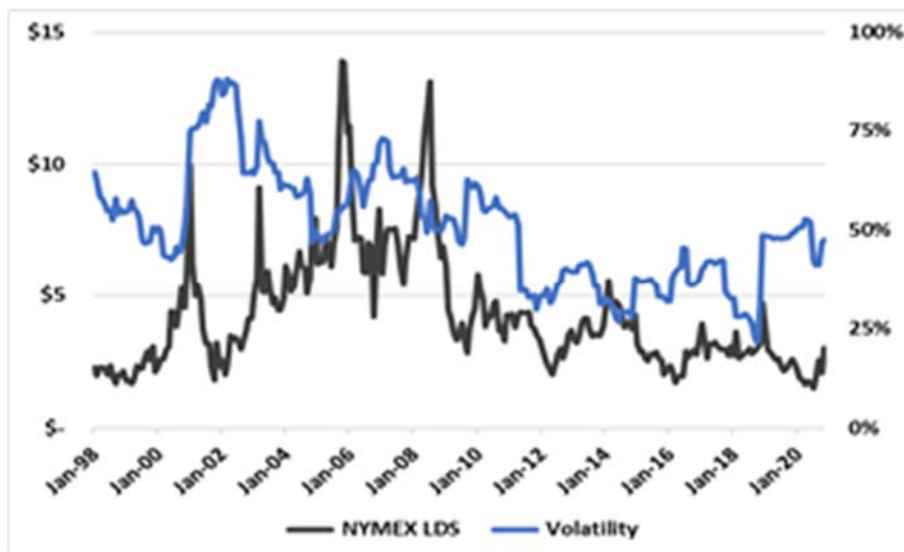
- a. In the late 1990s and early 2000s, the concern was that consumption in the contiguous United States exceeded domestic supply, and projections from the EIA were that demand would continue to outpace supply. Imports were required to balance the market. This supply/demand imbalance, coupled with increased demand because of strong domestic economic growth, and stronger weather-related demand led to price increases in the early 2000s. The price increases curbed demand and balanced the market – reliability was not an issue for those willing to pay the market price. Interstate pipeline transportation costs in this time period tended to be stable, with infrequent rate cases and without the presence of modernization surcharges and trackers.
- b. Although it may not be for the same reasons as in the 1990s and early 2000s, significant volatility continues to exist in the natural gas market. There has been growth in domestic natural gas supply as a result of increasing supply from shale basins utilizing fracking technology. Although the United States currently produces more than its domestic demand, there has also been a significant increase in exports.

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-04**  
**Page 2 of 3**

The US is a net exporter of natural gas with significant exports to Mexico. Additionally, LNG export terminals have been added and continue to be developed to facilitate significant exports in the world market. Volatility still exists in the domestic marketplace and can now be influenced by not only the domestic market, but the world market. Unforeseen events also have the potential to add to natural gas volatility as we have seen in 2020 with the pandemic. Pipeline transportation costs are also less stable, with the frequency of interstate pipeline rate cases increasing and the Federal Energy Regulatory Commission approving the use of modernization surcharges and trackers. So while the underlying causes of price volatility are different, overall concern about the costs of acquiring natural gas for customers in Kentucky remain the same.

- c. Natural gas demand outstripped supply during the late 1990s and early 2000s, creating a high price environment. The combining of horizontal drilling with hydraulic fracking was a response to this supply/demand dynamic. These techniques combined allowed oil and gas production from previously unproductive formations, dramatically increasing supply. As supply began to overtake demand, prices started decreasing.

Since 1998, both volatility and prices have generally trended downward. Although, since October 2018 volatility has started trending higher, reaching levels not seen since early 2011 (as seen on the chart below). Recently, producers have started to decrease their drilling programs due to uneconomical natural gas prices. For 2021, Energy Information Administration (EIA) forecasts a 3.5% decrease in natural gas production creating an environment where demand is higher than expected supply. This decrease in supply is a contributing factor to the recent price volatility currently being experienced in the market.



**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-04**  
**Page 3 of 3**

- d. The Kentucky PBR program calculates on a total gas cost per month and per annual basis. There have been no months in which actual gas costs exceeded the benchmark, which is the reasonable prudent cost. The PBR incentivizes the Company to achieve gas costs that are lower than the reasonable and prudent level of cost (i.e., generates savings).
  
- e. The PBR mechanism is beneficial regardless of the absolute commodity price of the natural gas. The PBR mechanism is designed to create value through multiple components, one of which is the absolute price of the commodity itself. Additionally, the PBR mechanism generates value by incentivizing the Company to seek out ways to more fully utilize transportation and storage assets that are idle but needed for the utility to meet design day demand. The upstream costs associated with transportation and storage are significant, and for some facilities, those costs are rising. The PBR mechanism encourages the optimization efforts for the benefit of the program's shared savings, for example the use of segmented contracts as mentioned in the Company's response to Staff DR No. 1-03.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-05**  
**Page 1 of 1**

**REQUEST:**

Explain whether Atmos has any incentive to optimize its gas supply portfolio absent a PBR mechanism. If so, describe the incentives. If not, explain why not.

**RESPONSE:**

Atmos Energy always strives to achieve the overall lowest-priced reliable gas supply. However, the PBR mechanism incentivizes Atmos Energy to take risks to achieve lower costs. Absent the PBR mechanism, Atmos Energy would not be incentivized to take these risks. Please also see Company's response to Staff Question No. 1-03.

In the absence of the comprehensive PBR mechanism, the Company would be at risk for each individual component of gas cost, and could not accept the risk of potentially higher commodity costs as a trade-off for lower transportation costs.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-06**  
**Page 1 of 1**

**REQUEST:**

Explain whether the “least cost acquisition” standard in purchasing natural gas supplies and pipeline transportation services exists absent Atmos’s PBR mechanism.

**RESPONSE:**

The "least cost acquisition" of natural gas must also consider reliability of supply (cost is not the only consideration). Further, the prudence of acquisition practices must be considered at the time they occurred and not *post facto*.

The "least cost acquisition" standard exists absent the PBR mechanism. However, the prudence of the Company’s actions is reviewed differently with the PBR mechanism than it is without it. Without the PBR mechanism, the Company would hold different transportation capacity and its purchasing options and prices would be different.

The application of the "least cost acquisition" standard of review will result in different conclusions with and without the PBR mechanism.

Respondent: Brannon C. Taylor



**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-07**  
**Page 1 of 1**

**REQUEST:**

State whether Atmos would decrease its efforts to maintain service reliability for the benefit of its customers if Atmos's PBR mechanism was discontinued.

**RESPONSE:**

No, the Company would not decrease its efforts to maintain service reliability for the benefit of its customers if Atmos Energy's PBR mechanism was discontinued.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-08**  
**Page 1 of 1**

**REQUEST:**

Explain whether Atmos seeks to purchase the lowest cost natural gas to provide to its customers regardless of whether it has a PBR mechanism.

**RESPONSE:**

Atmos Energy always strives to achieve the overall lowest-priced reliable gas supply. Also, please see the Company's response to Staff DR No. 1-06.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-09**  
**Page 1 of 7**

**REQUEST:**

Refer to Atmos's responses to Commission Staff's (Staff) requests for information regarding Atmos's gas procurement methodology (Staff's gas procurement methodology request) included in its Gas Cost Adjustment (GCA) report in Case No. 2018-00337.<sup>1</sup> Provide all updates available to the natural gas procurement practices of Atmos as requested below.

- a. Provide copies of all interstate pipeline transportation and storage contracts and tariffs utilized during the most recent year. Further, provide a comparison of the terms of these transportation arrangements with those that have been utilized since Staff's gas procurement methodology request. Provide an explanation of all efforts to ensure that interstate pipeline transportation costs were and remain at the lowest possible cost.
- b. Provide all updated copies of all current contracts for commodity supply, updated to reflect any changes made subsequent to Staff's request regarding gas procurement methodology. Provide a comparison of the terms of these commodity supply arrangements with those that were utilized during the five previous calendar years. Provide an explanation of all efforts to ensure that commodity gas supply costs were and remain at the lowest possible cost, consistent with security of supply.
- c. Provide updated gas supply and capacity contract summaries showing significant contract terms; daily, monthly, and annual entitlements; and pricing. Identify any capacity changes (renegotiated and expired agreements, de-contracting, assignment, or long-term release) since Staff's gas procurement methodology request.
- d. Provide an update of Atmos's storage arrangements, and state the maximum daily injection and withdrawal rates and the decline in deliverability that occurs as gas is withdrawn, updated to reflect any changes occurring subsequent to Staff's request regarding gas procurement methodology.
- e. Provide an update of the capacity of all peaking arrangements made since Staff's gas procurement methodology request.
- f. Provide an updated copy of all written procedures in use by Atmos for nominations and dispatching since Staff's gas procurement methodology request.

---

<sup>1</sup> Case No. 2018-00337, Purchased Gas Adjustment Filing of Atmos Energy Corporation (filed Oct. 3, 2018), Atmos's Responses to Commission Staff's Requests for Information.

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-09**  
**Page 2 of 7**

- g. If Atmos has changed gas marketing/trading organizations to obtain gas supplies subsequent to Staff's gas procurement methodology request, indicate which organizations were employed, gas volumes purchased, prices, terms, and current contractual arrangements between Atmos and these marketing firms.
- h. Provide a summary of the Request for Proposal bidding process for gas supply since Staff's gas procurement methodology request that provides the original bid documents, a listing of the suppliers that were contacted, 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.
- i. Provide an updated copy of Atmos's most recent gas supply plan and a written description of its gas supply planning process since Staff's gas procurement methodology request.
- j. Provide an updated narrative description of any supply-planning computer models currently being used by Atmos, or being considered for future use, since Staff's gas procurement methodology request.
- k. Provide updated organization charts of the overall corporate organization and of the gas planning, gas purchasing, and gas operations functions subsequent to Staff's gas procurement methodology request. Describe any changes that have occurred in the corporate, gas planning and purchasing, and gas operations organizations since Staff's gas procurement methodology request, and any changes that are underway or contemplated within the next five years.
- l. Provide job descriptions of the personnel working in the gas planning, gas purchasing, and gas operating functions.
- m. Provide updated copies of reports or internal audits or reviews of any aspect of the supply function conducted since Staff's gas procurement methodology request. Include reports prepared by Atmos and outside auditors.
- n. Provide an updated copy of Atmos's strategic plan with primary emphasis on gas procurement, transmission, delivery, and expansion, including all significant related capital expenditures since Staff's gas procurement methodology request.

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-09**  
**Page 3 of 7**

**RESPONSE:**

- a. Please refer to the pipeline and storage contract files provided in Case No. 2018-00337 in the Company's response to data request 1. For any changes since 9/15/2019 in the following interstate pipeline transportation and storage contracts, documentation is provided in PDF format. Beneath each pipeline name, there is an internet address where the tariff rate schedules are publicly posted. Also, please see Attachment 1, which list and describe the Tennessee Gas Pipeline (TGP) contracts and the Texas Gas/Trunkline/ANR contracts, it provide the contract terms, capacities, points, and storage parameters. The contents of the files can be compared to the contract summary list provided in Case No. 2018-00337 in the Company's response to Question No. 1, subpart r.

**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

Each of the above contracts were extended or renewed since the response in Case No. 2018-00337. The segmented contract was again released to Atmos KY ensuring continued demand cost savings. When 95033 was extended, a discount rate was again negotiated.

**Texas Gas Transmission:**

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

- (f,g,h) NNS: 29760, 29762, 29763
- (i,j,k,l,m) FT:29759, 31097, 34380, 38787 (replaces 37063), 36773
- (n,o) STF: 35772 (36788 expired)

As can be seen by the termination dates in the attached Pipeline Files, all the TGT contracts have been renewed or extended, the segmented contract was again released to Atmos KY ensuring continued demand cost savings. NNS 29760 MDQ was reduced from 44,500 Dth/day to 43,500 Dth/day. Winter capacity on STF 35772 was reduced effective 4/1/2019 from 5,000 Dth/day to 2,000 Dth/day, and STF 36788 expired 2/28/2018. The discounts on the FT contracts were again negotiated at the time of renewal.

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-09**  
**Page 4 of 7**

**Trunkline Gas Company:**

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

a. FT: 14573

The Trunkline contract was extended.

**ANR Pipeline Company:**

<http://ebb.anrpl.com/tariff/driver.htm?bm=titlepage>

a. FTS-1: 122803

The segmented ANR contract was again released to Atmos KY ensuring continued demand cost saving, and the MDQ was increased from 6,000 Dth/day to 8,000 Dth/day effective 4/1/2019.

Atmos Energy 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 Energy 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 Energy's 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 Energy's 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 Energy has been able to successfully demonstrate that it has credible bypass options and thus qualify for discounts pursuant to FERC's 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

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-09**  
**Page 5 of 7**

distribution system, the Asset Manager is granted the right to manage and optimize Atmos Energy's 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 Energy's release of transportation and storage capacity to the Asset Manager, the Asset Manager provides value back to Atmos Energy in the form of discount to index pricing on commodity gas supply purchases or in the form of a fixed monthly credit. Please see Attachment 1 for the pipeline files, as well as the spreadsheets provided in Attachment 2 and Attachment 3.

- b. Please see the Company's response to Staff DR No. 1-01.
- c. Please see the response to subpart (a).
- d. Please see the response to subpart (a).
- e. There are no capacity peaking arrangements; however, within the TGP AMA, the Company has the right to call on additional delivered supply service October through March of up to 2,5000 Dth per day. Also, please see the Company's response to Staff DR No. 1-01.
- f. Please see Attachment 4 for the procedures manual.
- g. Atmos Energy does not use a marketing firm to purchase supplies other than its two Gas Supply and Asset Management Agreements. Please see the Company's response to Staff DR No. 1-01, and confidential Attachment 6 through confidential Attachment 9 to the Company's response to Staff DR No. 1-01 for AMA contracts.
- h. Please see the Company's response to AG DR No. 1-17 for the Request for Proposal (RFP) Procedures as revised October 2019. Atmos Kentucky has issued two RFPs since the review in Case No. 2018-00337.
  - TGT KY Texas Gas RFP issued 7/17/2020, contract effective November 2020 - October 2023.
  - TGP KY TGP RFP issued 11/22/2019, contract effective April 2020 - March 2023.

Please see confidential Attachment 5 for the RFP documents, the list of parties who were emailed the notice of the RFP, the confidential bids received, and the analysis and the recommendations for each of the above RFPs.

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-09**  
**Page 6 of 7**

- i. Please see Attachment 6 through Attachment 9 for the Company's most recent seasonal plans.
- j. Atmos Energy's Gas Supply Planning group utilizes a linear regression, boosted tree, neural net and random forest model to predict natural gas demand. All models are run in Microsoft's Azure Machine Learning Studio.
- k. Please see Attachment 10 (Gas Supply Org Chart) and Attachment 11 (Corporate Org Chart). There are no anticipated changes in the Gas Supply organization.
- l. Please see Attachment 12 for a list of job descriptions.
- m. Please see Attachment 13 for a copy of the only responsive audit.
- n. Please see the response to subpart (i)

**ATTACHMENTS:**

ATTACHMENT 1 - Staff\_1-09\_Att1 - Pipeline Files.pdf, 88 Pages.

ATTACHMENT 2 - Staff\_1-09\_Att2 - KY TGP Asset Portfolio.xlsx, 2 Pages.

ATTACHMENT 3 - Staff\_1-09\_Att3 - KY TGT ANR Trunk Asset Portfolio.xlsx, 9 Pages.

ATTACHMENT 4 - Staff\_1-09\_Att4 - Gas Purch and Noms rev 10-2019.pdf, 2 Pages.

ATTACHMENT 5 - Staff\_1-09\_Att5 - Subpart h RFP Documents (CONFIDENTIAL).pdf, 107 Pages.

ATTACHMENT 6 - Staff\_1-09\_Att6 - Staff\_1-09\_Att6 - KY TGP Summer Plan.xlsx, 1 Page.

ATTACHMENT 7 - Staff\_1-09\_Att7 - Staff\_1-09\_Att7 - KY TGP Winter Plan.xlsx, 1 Page.

ATTACHMENT 8 - Staff\_1-09\_Att8 - KY TGT Trunk ANR Summer Plan.xlsx, 1 Page.

ATTACHMENT 9 - Staff\_1-09\_Att9 - Staff\_1-09\_Att9 - KY TGT Trunk ANR Winter Plan.xlsx, 1 Page.



**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-09**  
**Page 7 of 7**

ATTACHMENT 10 - Staff\_1-09\_Att10 - Gas Supply org Chart - Oct 2020.pdf, 1 Page.

ATTACHMENT 11 - Staff\_1-09\_Att11 - 2017.01.01 Corporate Organization Chart.pdf, 1 Page.

ATTACHMENT 12 - Staff\_1-09\_Att12 - Staff\_1-09\_Att12 - Gas Supply Job Descriptions.pdf, 40 Pages.

ATTACHMENT 13 - Staff\_1-09\_Att13 - Gas Supply Review Report.pdf, 9 Pages.

Respondent: Brannon C. Taylor



Offer ID: 29526 Bid ID: 31821 Rate Schedule: FTS-1 Perm. Rel Ind:  Affiliate Indicator: No  
 Releasing Entity: 108203241 ATMOS ENERGY CORP Awd No: 20861 Releasing Contract ID: 122803  
 Replacement Entity: 838611739 SYMMET Awd Dt/Time: 10/27/2020 11:56 Replacement Contract ID: 135084

Segmented Release ( Secondary receipt to primary delivery ) Replacement Gathering Contract ID:  
 Gathering Included Bid Evaluation Method: Tie Breaking Method: SYS  
 Rights to amend primary points: No Repl SR Role Ind: AMA  
 Disc Ind: 5. Capacity being released includes discount Rel Acpt Bid Basis: Non-IBR Dollars and Cents All Re-rel:   
 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									Row 1 of 1
Receipt Point	Delivery Point	Release Start Date	Release End Date	Annual MDQ	Summer MDQ	Winter MDQ	Max Rate	Min Rate	
803184	201846	11/1/2020	3/31/2021	8000	0	0	8.7620	1.9771	
FAYETTEVILLE EXP STANLEY INTERCONNECT									

Awarded Bid Info									
Bid Start Date	Bid End Date	Bid Annual MDQ	Bid Summer MDQ	Bid Winter MDQ	Bid Award Annual MDQ	Bid Award Summer MDQ	Bid Award Winter MDQ	Bid Award Bid Rate	
11/1/2020	3/31/2021	8000	0	0	8000	0	0	1.9771	

IBR Bid Diff: IBR Bid Diff Floor: IBR Bid %: IBR Var Oper Ind:  
 IBR Form Var: IBR Ind:  IBR Math Oper Ind: IBR Ref 1: IBR Ref 1 Mult:  
 IBR Ref 2: IBR Ref 2 Mult: IBR Rate Default: IBR Rate Floor:  
 IBR Formula ID:  
 Ofr 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 rate posted is not reflective of the actual asset management compensation arrangements between the releasing shipper and the replacement shipper. The actual compensation paid or other consideration provided to the releasing shipper by the replacement shipper for this prearranged capacity release and as part of the asset management arrangement constitutes financially sensitive information that will be made confidentially available to and upon request from the Federal Energy Regulatory Commission pursuant to FERC Order No. 712. Delivery obligation may be up to 100% of the MDQ every day of the term of the release.

IBR Unique Formula Special Terms:



**GEMS PROD - ANR PIPELINE COMPANY**

File Edit View Actions Options Window Help

**Award Detail**

Offer ID: 27207 Bid ID: 29463 Rate Schedule: FTS-1 Perm.Rel Ind:  Affiliate Indicator: Yes - RS  
 Releasing Entity: 108203241 ATMOS ENERGY CORP Awd No: 18808 Releasing Contract ID: 122803  
 Replacement Entity: 838611739 CENTERF Awd Dt/Time: 3/25/2019 14:15: Replacement Contract ID: 132584

Segmented Release ( Secondary receipt to primary delivery ) Replacement Gathering Contract ID:  
 Gathering Included Bid Evaluation Method: Tie Breaking Method: SYS  
 Rights to amend primary points: No Repl SR Role Ind: AMA  
 Disc Ind: 7. Capacity being released includes discount Rel Acpt Bid Basis: Non-IBR Dollars and Cents All Re-rel:   
 Recall / Reput Type: Recallable/Reput Prev Ref: 2  Business Day Indicator  
 Recall Notf. periods:  Timely  Intraday 1  Intraday 2  Intraday 3  Early Evening  Evening

**Awarded Offer Info** Row 1 of 1

Receipt Point	Delivery Point	Release Start Date	Release End Date	Annual MDQ	Summer MDQ	Winter MDQ	Max Rate	Min Rate
803184	201846	4/1/2019	3/31/2020	8000	0	0	8.7620	1.97

FAYETTEVILLE EXF STANLEY INTERCONNECT

**Awarded Bid Info**

Bid Start Date	Bid End Date	Bid Annual MDQ	Bid Summer MDQ	Bid Winter MDQ	Bid Award Annual MDQ	Bid Award Summer MDQ	Bid Award Winter MDQ	Bid Award Bid Rate
4/1/2019	3/31/2020	8000	0	0	8000	0	0	1.9771

IBR Bid Diff: IBR Bid Diff Floor: IBR Bid %: IBR Var Oper Ind:  
 IBR Form Var: IBR Ind:  IBR Math Oper Ind: IBR Ref 1: IBR Ref 1 Mult:  
 IBR Ref 2: IBR Ref 2 Mult: IBR Rate Default: IBR Rate Floor:  
 IBR Formula ID:

Ofr 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 rate stated is not reflective of the actual asset management arrangement.

IBR Unique Formula Special Terms:

File Edit View Actions Options Window Help

Offer ID: 28719 Bid ID: 31054 Rate Schedule: FTS-1 Perm.Rel Ind:  Affiliate Indicator: Yes - RS  
 Releasing Entity: 108203241 ATMOS ENERGY CORP Awd No: 20156 Releasing Contract ID: 122803  
 Replacement Entity: 838611739 SYMMET Awd Dt/Time: 3/25/2020 11:45: Replacement Contract ID: 134229

Segmented Release ( Secondary receipt to primary delivery ) Replacement Gathering Contract ID:  
 Gathering Included Bid Evaluation Method: Tie Breaking Method: SYS  
 Rights to amend primary points: No Repl SR Role Ind: AMA  
 Disc Ind: 5. Capacity being released includes discount Rel Acpt Bid Basis: Non-IBR Dollars and Cents All Re-rel:   
 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** Row 1 of 1

Receipt Point	Delivery Point	Release Start Date	Release End Date	Annual MDQ	Summer MDQ	Winter MDQ	Max Rate	Min Rate
803184	201846	4/1/2020	10/31/2020	8000	0	0	8.7620	1.9771
FAYETTEVILLE EXF STANLEY INTERCONNECT								

**Awarded Bid Info**

Bid Start Date	Bid End Date	Bid Annual MDQ	Bid Summer MDQ	Bid Winter MDQ	Bid Award Annual MDQ	Bid Award Summer MDQ	Bid Award Winter MDQ	Bid Rate
4/1/2020	10/31/2020	8000	0	0	8000	0	0	1.9771

IBR Bid Diff: IBR Bid Diff Floor: IBR Bid %: IBR Var Oper Ind:  
 IBR Form Var: IBR Ind:  IBR Math Oper Ind: IBR Ref 1: IBR Ref 1 Mult:  
 IBR Ref 2: IBR Ref 2 Mult: IBR Rate Default: IBR Rate Floor:  
 IBR Formula ID:

**Ofr 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 rate posted is not reflective of the actual asset management compensation arrangements between the releasing shipper and the replacement shipper. The actual compensation paid or other consideration provided to the releasing shipper by the replacement shipper for this pre-arranged capacity release and as part of the asset management arrangement constitutes financially sensitive information that will be made confidentially available to and upon request from the Federal Energy Regulatory Commission pursuant to FERC Order No. 712. Delivery obligation may be up to 100% of the MDQ every day of the term of the release between the releasing shipper and the replacement shipper. The actual compensation paid or other consideration provided to the releasing shipper by the replacement shipper for this prearranged capacity release and as part of the asset management arrangement constitutes financially sensitive information that will be made confidentially available to and upon request from the Federal Energy Regulatory Commission pursuant to FERC Order No. 712. Delivery obligation may be up to 100% of the MDQ every day of the term of the release between the releasing shipper and the replacement shipper. The actual compensation paid or other consideration provided to the releasing shipper by the replacement shipper for this prearranged

**IBR Unique Formula Special Terms:**

<

Ready

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.

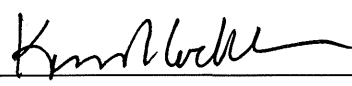
*JEG*  
*BJW*

By: 

Title: Agent and Attorney in Fact

ACCEPTED AND AGREED TO  
This 13 Day of FEBRUARY, 2015

ATMOS ENERGY (KY)

By: 

Title: PRESIDENT AND CEO

*RMB*  
*KBC*  
*MP*  
  
*RMB*

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.

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

AKS

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

JEG  
EJW

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

ACCEPTED AND AGREED TO  
This 13 Day of FEBRUARY, 2015

ATMOS ENERGY (KY)

By: [Signature]  
Title: PRESIDENT AND CEO

[Signature]  
KGG

MD  
[Signature]  
[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.

WKS-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.

WJS  
JEG  
BAO



BY:   
Agent and Attorney-in-Fact

ATMOS ENERGY (KY)

BY: 

TITLE: PRESIDENT AND CEO

DATE: FEBRUARY 13, 2015

  
KBS  
MD  
  
HCS



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

HUSTONVILLE KY LINCOLN

420338	ATMOS KY/TGP PERRYVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	10
420030	ATMOS KY/TGP LEBANON KY MARION	ATMOS ENERGY (KY)	MARION	KY	2	D	100	100	10
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	2000	10
420028	ATMOS KY/TGP HARRODSBURG KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	100	10
420029	ATMOS KY/TGP LANCASTER KY GARRARD	ATMOS ENERGY (KY)	GARRARD	KY	2	D	100	100	10
420010	ATMOS KY/TGP CAMPBELLSVILLE KY TAYL	ATMOS ENERGY (KY)	TAYLOR	KY	2	D	100	100	10
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	10
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	3200	10
400462	ATMOS KY/TGP DANVILLE KY BOYLE	ATMOS ENERGY (KY)	BOYLE	KY	2	D	100	10800	11
412398	JEFFSTOR/TGP JEFFERSON ISLAND IBERI	JEFFERSON ISLAND STORAGE	IBERIA	LA	L	R	800	2500	11
412690	HPL/TGP SABINE NEWTON	HOUSTON PIPE LINE COMPANY	NEWTON	TX	L	R	800	8500	11
420009	ATMOS KY/TGP GREENSBURG KY GREEN	ATMOS ENERGY (KY)	GREEN	KY	2	D	100	100	11
412882	KINETICA/TGP PORT		PLAQUEMINES	LA	L	R	500	4000	11

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:

[TGP]; 11/12/2020 01:55:58]

select a navigable window > Actions: <Select an action item>

TSP: 4052 - TENNESSEE GAS PIPELINE AGENT: 6456 - ATMOS ENERGY (KY) SVC REQ: 6456 - ATMOS ENERGY (KY)

TSP Prop: 4052 TSP Name: TENNESSEE GAS PIPELINE TSP: 1939164  
 Releaser Prop: 6522 Releaser Name: ATMOS ENERGY CORPORATION - MIS Releaser: 6964415  
 Offer ID: 115070 Status Prop: AWARDED Status: Original  
 Rate Sch: FTA Meas Basis Desc: Million BTU's Loc/QTI Desc: Delivery point(s) quantity  
 Replacement Shipper Contract Number: 356919-FTATGP

Surchg 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

For non-volumetric awarded transportation releases, monthly reservation charges are based on the path of the release and will be calculated and invoiced as follows:

- Full month absolute dollar based release: (Daily Bid Rate x 30.4167, rounded to four digits after the decimal point) x volume.
- Full month % based release: (Monthly tariff demand rate x elected % rounded to four digits after the decimal point) x volume.

Awd No	Bid No	Bidder Prop	Bidder Name	Bidder	Rel St Date	Rel End Date	Bid Max Total Value	Bidd Bid Basis	Rate Form /Type	Awd Qty-K	Seasnl Name	Rate ID	Awd Rate	IBR Ind
109489	109489	3748	UNITED ENERGY TRADING	119162860	04/01/2020	03/31/2021	120558.0958	A	1	2500	ANNUAL	RES	0.1350	N



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.

AKS  
JEG  
EAO

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

ATMOS ENERGY (KY)

BY: [Signature]

TITLE: PRESIDENT AND CEO

DATE: FEBRUARY 13, 2015

(AKS)  
KSG  
MD  
[Signature]  
[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.

WKG-11519-4

**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

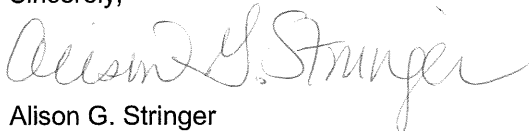
from time to time to amend its Primary Receipt Point(s) or Primary Delivery Point(s) from any current or future point located within Atmos' capacity path at the discounted reservation rates specified above in Sections 1(b). All amendments are subject to Atmos' TQ and available mainline, lateral and meter 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

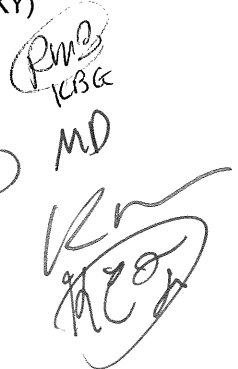
AGREED TO AND ACCEPTED  
THIS 17 DAY OF Feb., 2015  
TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AKS  
JEG  
EAO

By:   
Name: Sital Mody  
Vice President, Marketing  
Title: \_\_\_\_\_

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

By:   
Name: Kim R. Cocklin  
Title: PRESIDENT AND CEO

  
PMB  
KBC  
MD  
AKS



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

Request No. 10978

November 21, 2019

Atmos Energy Corporation  
Attn: Trisha Young  
377 Riverside Dr Ste 201  
Franklin, TN 37064-5393

Re: FT Agreement No. 29759 by and between  
Texas Gas Transmission, LLC ("Texas Gas") and  
Atmos Energy Corporation ("Customer")  
dated December 16, 2014 , as amended ("Superseding Agreement")

To Whom It May Concern:

Effective November 25, 2019, Texas Gas and Customer hereby desire to amend the Superseding Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

Term: This Agreement shall be effective beginning November 1, 2015 and shall continue in full force and effect through October 31, 2023.


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.

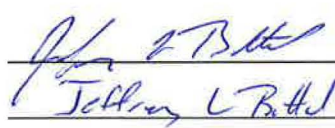
This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Superseding Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Atmos Energy Corporation

Texas Gas Transmission, LLC

By:   
Printed Name: Kenny Malter  
Title: Director, Gas Supply & Services  
Date: November 22, 2019

By:   
Printed Name: Jeffrey L Batts  
Title: VP  
Date: 11/25/19









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

November 21, 2019

Attn: Trisha Young  
Atmos Energy Corporation  
377 Riverside Dr Ste 201  
Franklin, TN 37064-5393

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 Trisha:

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 Maximum Contract Quantity(ies) for this Agreement shall be: 16,500 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, including but not limited to surcharges, Texas Gas is authorized to charge pursuant to its Tariff.

2. The rates in Exhibit A are applicable only for primary firm transportation service utilizing the Eligible Primary Point(s) specifically listed on Exhibit A, up to Customer's Maximum Contract Quantity. 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 or execute a separate rate agreement, 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 or its Replacement Shipper(s) shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's or its Replacement Shipper's(s') Maximum Contract Quantity.

3. This Agreement shall be effective beginning November 1, 2020 and shall continue in full force and effect through October 31, 2023.

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 in the appropriate spaces provided below and returning to Texas Gas.

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

Signature:  Date: 11/25/19  
Name: Jeffrey L. Bell Title: V.P.

Atmos Energy Corporation

Signature:  Date: November 22, 2019  
Name: Kenny Malter Title: Director, Gas Supply & Services



)  
)

Rate Schedule FT  
Agreement/Contract No. 29759  
Dated: December 16, 2014

Discounted Rates Letter Agreement dated November 21, 2019  
Effective: November 1, 2020

EXHIBIT A

Eligible Primary Receipt Point(s)

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

Eligible Primary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Atmos KY Z-3 Mainline Deduct	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) an Eligible Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) an Eligible 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 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.

Rate Schedule FT  
Agreement/Contract No. 29759  
Dated: December 16, 2014

Discounted Rates Letter Agreement dated November 21, 2019  
Effective: November 1, 2020

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) an eligible Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) an Eligible Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Request No. 10981

Rate Schedule NNS  
Agreement/Contract No.: 29760  
Dated: November 19, 2019

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Atmos Energy Corporation (Kentucky), ("Customer"). This Agreement supersedes and replaces in its entirety that certain NNS Agreement by and between Texas Gas and Customer, dated October 23, 2009 (Contract/Agreement No. 29760).

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".

Maximum Contract Quantity(ies):

Winter	43,500	MMBtu/D
Summer	21,802	MMBtu/D
Shoulder Month (April)	35,359	MMBtu/D
Shoulder Month (October)	39,041	MMBtu/D
<u>Nominated Daily Quantity</u>		
Winter	25,288	MMBtu/D
Summer	21,802	MMBtu/D
<u>Unnominated Daily Quantity</u>		
Winter	18,212	MMBtu/D
Shoulder Month (April)	9,207	MMBtu/D
Shoulder Month (October)	12,889	MMBtu/D
<u>Excess Unnominated Daily Quantity</u>	4,350	MMBtu/D
<u>Seasonal Quantity Entitlement</u>		
Winter	5,153,488	MMBtu
Summer	3,330,628	MMBtu
<u>Unnominated Seasonal Quantity</u>	1,335,000	MMBtu

Term: This Agreement shall be effective beginning November 1, 2020 and shall continue in full force and effect through October 31, 2023.

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: *J. L. Bodd* Date: 11/25/19 *LG*  
Name: Jerry L Bodd Title: VP

Atmos Energy Corporation (Kentucky)

Signature:  Date: November 22, 2019    
Name: Kenny Malter Title: Director, Gas Supply & service  

Signature Page to Superseding NNS Agreement No. 29760, dated November 19, 2019.

DocuSign Envelope ID: CC6F720E-61A2-41C8-B6B1-1B3E04256638

Rate Schedule: NNS  
 Agreement No.: 29760  
 Primary Point(s) of Receipt  
 Effective Date: November 1, 2020

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	9,056	9,056
East	2740	Superior-Pure	SL	0	730
Southeast	2847	N. Lake Pagie #1	SL	2,321	2,902
	2790	Henry-Hub	SL	5,020	5,020
	9412	Jefferson Island Storage	SL	2,035	2,035
	9437	Dynamic-Taylor Point	SL	2,035	2,035
South	9415	Egan Hub Storage	SL	3,977	3,977
Southwest	2392	LRC-Grand Cheniere	SL	4,088	4,088
West	9028	Gas Energy Dev-Hayes	SL	0	295
Mainline Pipeline	2020	Enable-Perryville	1	1,671	0

Rate Schedule: NNS  
Agreement No.: 29760  
Primary Point(s) of Delivery  
Effective Date: November 1, 2020

Exhibit A  
Primary Point(s)

Delivery Point Meter No.	Delivery Point Meter Name	Zone	*MDP (psig)
1885	Atmos KY Z-2 Shipper Ded, Marshall, KY	2	
	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

Transportation Path:

Mainline Pipeline 1 through Mainline Pipeline 21300

\*Minimum Delivery Pressure



**Rate Schedule: NNS**  
**Agreement No.: 29760**  
**SUPPLY LATERAL CAPACITY**  
**EFFECTIVE DATE: November 1, 2020**

**EXHIBIT B**

<u>Supply Lateral</u>	<b>Capacity Rights (MmBtu/Day)</b>	
	<b>Winter</b>	<b>Summer</b>
<b><u>Zone 1 Supply Lateral(s)</u></b>		
North Louisiana:	9,056	9,056
<b>Total Zone 1:</b>	<b>9,056</b>	<b>9,056</b>
<b><u>Zone SL Supply Lateral(s)</u></b>		
East:	0	730
Southeast:	11,411	11,992
South:	3,977	3,977
Southwest:	4,088	4,088
West:	0	295
<b>Total Zone SL:</b>	<b>19,476</b>	<b>21,082</b>
<b>Grand Total:</b>	<b>28,532</b>	<b>30,138</b>

Rate Schedule: NNS  
Agreement No.: 29760  
Contract Notices  
Effective Date: November 1, 2020

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



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

Request No. 10980

November 21, 2019

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

Re: NNS Agreement No. 29760 by and between  
Texas Gas Transmission, LLC ("Texas Gas") and  
Atmos Energy Corporation (Kentucky) ("Customer")  
dated October 23, 2009, as amended ("Original Agreement")

To Whom It May Concern:

Effective November 25, 2019, Texas Gas and Customer hereby desire to amend the Original Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

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, 2023.

Evergreen/Rollover Term: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional 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.

This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Original Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Atmos Energy Corporation (Kentucky)

Texas Gas Transmission, LLC

By:

DocuSigned by:  
  
24E7A0D2EF8D485

By:

ST

Printed Name:

Kenny Malter

Printed Name:

Jeffery L. B. H. J.

Title:

Director, Gas Supply & Services

Title:

VP

Date

November 22, 2019

Date

11/25/19





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

Request No. 10974

November 21, 2019

Atmos Energy Corporation  
Attn: Trisha Young  
377 Riverside Dr Ste 201  
Franklin, TN 37064-5393

Re: NNS Agreement No. 29762 by and between  
Texas Gas Transmission, LLC ("Texas Gas") and  
Atmos Energy Corporation ("Customer")  
dated January 15, 2016 , as amended ("Superseding Agreement")

To Whom It May Concern:

Effective November 25, 2019, Texas Gas and Customer hereby desire to amend the Superseding Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

Term: This Agreement shall be effective beginning February 1, 2016 and shall continue in full force and effect through October 31, 2023.

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.

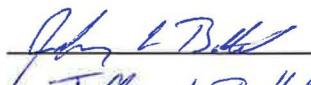
This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Superseding Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Atmos Energy Corporation

Texas Gas Transmission, LLC

By:   
Printed Name: Kenny Malter  
Title: Director, Gas Supply & Services  
Date: November 22, 2019

By:   
Printed Name: Jeffrey L Brithel  
Title: VP  
Date: 11/25/19





Request No. 10973

November 21, 2019

Atmos Energy Corporation  
Attn: Trisha Young  
377 Riverside Dr Ste 201  
Franklin, TN 37064-5393

Re: NNS Agreement No. 29763 by and between  
Texas Gas Transmission, LLC ("Texas Gas") and  
Atmos Energy Corporation ("Customer")  
dated October 23, 2009 , as amended ("Original Agreement")

To Whom It May Concern:

Effective November 25, 2019, Texas Gas and Customer hereby desire to amend the Original Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

Term: This Agreement shall be effective beginning December 1, 2009 and shall continue in full force and effect through October 31, 2023.

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.

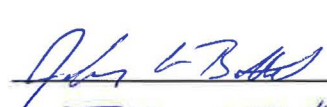
This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Original Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

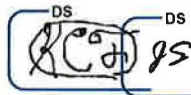
Best Regards,

Atmos Energy Corporation

Texas Gas Transmission, LLC

By:   
Printed Name: Kenny Malter  
Title: Director, Gas Supply & Services  
Date: November 22, 2019

By:   
Printed Name: Jeffrey C Bittel  
Title: VP  
Date: 11/25/19







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

Request No. 10979

November 21, 2019

Atmos Energy Corporation  
Attn: Trisha Young  
377 Riverside Dr Ste 201  
Franklin, TN 37064-5393

Re: FT Agreement No. 31097 by and between  
Texas Gas Transmission, LLC ("Texas Gas") and  
Atmos Energy Corporation ("Customer")  
dated December 16, 2014 , as amended ("Superseding Agreement")

To Whom It May Concern:

Effective November 25, 2019, Texas Gas and Customer hereby desire to amend the Superseding Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

Term: This Agreement shall be effective beginning November 1, 2015 and shall continue in full force and effect through October 31, 2023.


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.


This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Superseding Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Atmos Energy Corporation

Texas Gas Transmission, LLC

By:   
Printed Name: Kenny Malter  
Title: Director, Gas Supply & Services  
Date: November 22, 2019

By:   
Printed Name: Jeffrey L Buttel  
Title: VP  
Date: 11/25/19





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

November 21, 2019

Attn: Trisha Young  
Atmos Energy Corporation  
377 Riverside Dr Ste 201  
Franklin, TN 37064-5393

Re: Discounted Rates Letter Agreement to  
FT Service Agreement No. 31097  
between TEXAS GAS TRANSMISSION, LLC and  
ATMOS ENERGY CORPORATION  
dated December 16, 2014

Dear Trisha:

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 Maximum Contract Quantity(ies) for this Agreement shall be: 5,000 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, including but not limited to surcharges, Texas Gas is authorized to charge pursuant to its Tariff.

2. The rates in Exhibit A are applicable only for primary firm transportation service utilizing the Eligible Primary Point(s) specifically listed on Exhibit A, up to Customer’s Maximum Contract Quantity. 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 or execute a separate rate agreement, 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 or its Replacement Shipper(s) shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer’s or its Replacement Shipper’s(s’) Maximum Contract Quantity.

3. This Agreement shall be effective beginning November 1, 2020 and shall continue in full force and effect through October 31, 2023.

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 in the appropriate spaces provided below and returning to Texas Gas.

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

Signature: *Jerry C. Bittel* Date: 11/25/19  
Name: Jerry C. Bittel Title: VP

Atmos Energy Corporation

Signature: *Kenny Malter* Date: November 22, 2019  
Name: Kenny Malter Title: Director, Gas Supply & Services





Rate Schedule FT  
Agreement/Contract No. 31097  
Dated: December 16, 2014

Discounted Rates Letter Agreement dated November 21, 2019  
Effective: November 1, 2020

EXHIBIT A

Eligible Primary Receipt Point(s)

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

Eligible 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) an Eligible Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) an Eligible Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

- Demand: Texas Gas' effective maximum tariff rate less \$0.04 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 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.

Rate Schedule FT  
Agreement/Contract No. 31097  
Dated: December 16, 2014

Discounted Rates Letter Agreement dated November 21, 2019  
Effective: November 1, 2020

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) an eligible Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) an Eligible Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).



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

Request No. 10976

November 21, 2019

Atmos Energy Corporation  
Attn: Trisha Young  
377 Riverside Dr Ste 201  
Franklin, TN 37064-5393

Re: FT Agreement No. 34380 by and between  
Texas Gas Transmission, LLC ("Texas Gas") and  
Atmos Energy Corporation ("Customer")  
dated December 15, 2014 , as amended ("Original Agreement")

To Whom It May Concern:

Effective November 25, 2019, Texas Gas and Customer hereby desire to amend the Original Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

Term: This Agreement shall be effective beginning December 16, 2014 and shall continue in full force and effect through October 31, 2023.

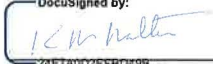
At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of one year, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least one year advance written notice prior to the expiration of such primary or rollover term.

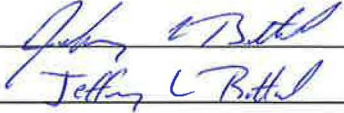
This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Original Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Atmos Energy Corporation

Texas Gas Transmission, LLC

By:   
Printed Name: Kenny Malter  
Title: Director, Gas Supply & Services  
Date: November 22, 2019

By:   
Printed Name: Jeffrey L Bittel  
Title: VP  
Date: 11/25/19





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

November 21, 2019

Attn: Trisha Young  
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 Trisha:

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 Maximum Contract Quantity(ies) 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, including but not limited to surcharges, Texas Gas is authorized to charge pursuant to its Tariff.

2. The rates in Exhibit A are applicable only for primary firm transportation service utilizing the Eligible Primary Point(s) specifically listed on Exhibit A, up to Customer's Maximum Contract Quantity. 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 or execute a separate rate agreement, 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 or its Replacement Shipper(s) shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's or its Replacement Shipper's(s') Maximum Contract Quantity.

3. This Agreement shall be effective beginning November 1, 2020 and shall continue in full force and effect through October 31, 2023.

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 in the appropriate spaces provided below and returning to Texas Gas.


Very truly yours,

TEXAS GAS TRANSMISSION, LLC

Signature: *John L. B. Hall* Date: 11/25/19  
Name: John L. B. Hall Title: VP

Atmos Energy Corporation

Signature: *Kenny Malter* Date: November 22, 2019  
Name: Kenny Malter Title: Director, Gas Supply & Services



Rate Schedule FT  
Agreement/Contract No. 34380  
Dated: December 15, 2014

Discounted Rates Letter Agreement dated November 21, 2019  
Effective: November 1, 2020

EXHIBIT A

Eligible Primary Receipt Point(s)

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

Eligible 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) an Eligible Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) an Eligible 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 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.

Rate Schedule FT  
Agreement/Contract No. 34380  
Dated: December 15, 2014

Discounted Rates Letter Agreement dated November 21, 2019  
Effective: November 1, 2020

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) an eligible Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) an Eligible Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

*Replaces 37063  
 KY KH*

*From MS to Almos - KY  
 MS KH 35381 - KY 37862*

NAVIGATION



Capacity Release - Awards

TSP: 115972101 Texas Gas Transmission, LLC		Search																					
<b>Display</b>																							
Award No: 3660  Bid No: 4255 Bidder: Almos Energy Kentucky 005704478 Bidder E-mail: kimberly.griffith@almosenergy.com Offer No: 6178 Releaser: Almos Energy Corporation 030803782 Posting Date/Time: 03/22/2019 10:10 CCT Modified Posting Date/Time: 03/22/2019 10:10 CCT	Process Status: Posted Status: Confirmation Withdrawn: No Bidder Contract Number: 37862 Affiliate Indicator: Releasing Shipper Bidder Phone: (615) 261-2243 Replacement Shipper Role Indicator: Other																						
Capacity Award Date/Time: 03/22/2019 10:10 CCT																							
<b>Award Terms</b>																							
Rate Schedule: FT Release Term Start Date: 04/01/2019 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: 03/31/2020																						
		Previously Released: Yes																					
<b>Award Recall information</b>																							
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:																					
<b>Award Location(s)</b>																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Season/ St</th> <th>Season/ End</th> <th>Loc/QTI</th> <th>Loc</th> <th>Loc Zn</th> <th>Loc Purp</th> <th>Awd Qty-Loc</th> </tr> </thead> <tbody> <tr> <td>04/01/2019</td> <td>03/31/2020</td> <td>Delivery point(s) quantity</td> <td>1247 Lebanon-Dominion</td> <td>4</td> <td>MQ-Delivery Location</td> <td>6,328</td> </tr> <tr> <td>04/01/2019</td> <td>03/31/2020</td> <td>Receipt point(s) to delivery point(s) quantity</td> <td>8124 Dyersburg 1247 Lebanon-Dominion</td> <td>2 4</td> <td>SB-Pipeline Segment defined by 2 Locations</td> <td>6,328</td> </tr> </tbody> </table>	Season/ St	Season/ End	Loc/QTI	Loc	Loc Zn	Loc Purp	Awd Qty-Loc	04/01/2019	03/31/2020	Delivery point(s) quantity	1247 Lebanon-Dominion	4	MQ-Delivery Location	6,328	04/01/2019	03/31/2020	Receipt point(s) to delivery point(s) quantity	8124 Dyersburg 1247 Lebanon-Dominion	2 4	SB-Pipeline Segment defined by 2 Locations	6,328		
Season/ St	Season/ End	Loc/QTI	Loc	Loc Zn	Loc Purp	Awd Qty-Loc																	
04/01/2019	03/31/2020	Delivery point(s) quantity	1247 Lebanon-Dominion	4	MQ-Delivery Location	6,328																	
04/01/2019	03/31/2020	Receipt point(s) to delivery point(s) quantity	8124 Dyersburg 1247 Lebanon-Dominion	2 4	SB-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 Basis: Non-Index-Based Release - Absolute dollars and cents per unit basis

About | Contact | Logout  
 © Copyright 2004 - 2019 Texas Gas Transmission, LLC  
 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.



N  
A  
V  
I  
G  
A  
T  
I  
O  
N



Capacity Release - Awards



TSP: 115972101 Texas Gas Transmission, LLC		<a href="#">Search</a>																				
<b>Display</b>																						
<p><b>Award No:</b> 3777</p> <p><b>Bid No:</b> 4374</p> <p><b>Bidder:</b> Atmos Energy Kentucky 005704478</p> <p><b>Bidder E-mail:</b> <a href="mailto:kimberly.griffith@atmosenergy.com">kimberly.griffith@atmosenergy.com</a></p> <p><b>Offer No:</b> 6399</p> <p><b>Releaser:</b> Atmos Energy Corporation 030803782</p> <p><b>Posting Date/Time:</b> 03/26/2020 10:17 CCT</p> <p><b>Modified Posting Date/Time:</b> 03/26/2020 10:17 CCT</p> <p style="text-align: center;"><b>Award Terms</b></p> <p><b>Rate Schedule:</b> FT</p> <p><b>Release Term Start Date:</b> 04/01/2020</p> <p><b>Prearranged Deal:</b> Yes</p> <p><b>Permanent Release:</b> No</p> <p><b>Allowable Re-release:</b> Yes</p> <p><b>IBR Index-Based Capacity Release Indicator:</b> No</p> <p><b>Market-Based Rate Indicator:</b> No</p> <p><b>Awd Qty-K:</b> 6,328</p> <p style="text-align: center;"><b>Award Recall Information</b></p> <p><b>Recall/Reput:</b> Capacity recallable and reput must be taken by replacement shipper</p> <p><b>Business Day:</b> Yes</p> <p><b>Recall Notification Period:</b> Timely</p> <ul style="list-style-type: none"> <li>Early Evening</li> <li>Evening</li> <li>Intraday 1</li> <li>Intraday 2</li> <li>Intraday 3</li> </ul> <p style="text-align: center;"><b>Award Location(s)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Seasn1 St</th> <th>Seasn1 End</th> <th>Loc/QTI</th> <th>Loc</th> <th>Loc Zn</th> <th>Loc Purp</th> <th>Awd Qty-Loc</th> </tr> </thead> <tbody> <tr> <td>04/01/2020</td> <td>10/31/2020</td> <td>Delivery point(s) quantity</td> <td>1247 Lebanon-Dominion</td> <td>4</td> <td>MQ-Delivery Location</td> <td>6,328</td> </tr> <tr> <td>04/01/2020</td> <td>10/31/2020</td> <td>Receipt point(s) to delivery point(s) quantity</td> <td>8124 Dyersburg 1247 Lebanon-Dominion</td> <td>2 4</td> <td>S8-Pipeline Segment defined by 2 Locations</td> <td>6,328</td> </tr> </tbody> </table>	Seasn1 St	Seasn1 End	Loc/QTI	Loc	Loc Zn	Loc Purp	Awd Qty-Loc	04/01/2020	10/31/2020	Delivery point(s) quantity	1247 Lebanon-Dominion	4	MQ-Delivery Location	6,328	04/01/2020	10/31/2020	Receipt point(s) to delivery point(s) quantity	8124 Dyersburg 1247 Lebanon-Dominion	2 4	S8-Pipeline Segment defined by 2 Locations	6,328	<p><b>Process Status:</b> Posted</p> <p><b>Status:</b> Confirmation</p> <p><b>Withdrawn:</b> No</p> <p><b>Bidder Contract Number:</b> 38611</p> <p><b>Affiliate Indicator:</b> Releasing Shipper</p> <p><b>Bidder Phone:</b> (615) 261-2243</p> <p><b>Replacement Shipper Role Indicator:</b> Other</p> <p><b>Capacity Award Date/Time:</b> 03/26/2020 10:17 CCT</p> <p><b>Release Term End Date:</b> 10/31/2020</p> <p><b>Previously Released:</b> Yes</p> <p><b>Recall/Reput Terms:</b> Recallable/Reput</p>
Seasn1 St	Seasn1 End	Loc/QTI	Loc	Loc Zn	Loc Purp	Awd Qty-Loc																
04/01/2020	10/31/2020	Delivery point(s) quantity	1247 Lebanon-Dominion	4	MQ-Delivery Location	6,328																
04/01/2020	10/31/2020	Receipt point(s) to delivery point(s) quantity	8124 Dyersburg 1247 Lebanon-Dominion	2 4	S8-Pipeline Segment defined by 2 Locations	6,328																
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

[About](#) | [Contact](#) | [Logout](#)  
 © Copyright 2004 - 2020 Texas Gas Transmission, LLC  
**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.

N  
A  
V  
I  
G  
A  
T  
I  
O  
N



Capacity Release - Awards



TSP: 115972101 <b>Texas Gas Transmission, LLC</b>		<a href="#">Search</a>																					
<b>Display</b>																							
Award No: 3814  Bid No: 4413 Bidder: Atmos Energy Kentucky 005704478 Bidder E-mail: <a href="mailto:kimberly.griffith@atmosenergy.com">kimberly.griffith@atmosenergy.com</a> Offer No: 6481 Releaser: Atmos Energy Corporation 030803782 Posting Date/Time: 10/16/2020 10:18 CCT Modified Posting Date/Time: 10/16/2020 10:18 CCT	Process Status: Posted Status: Confirmation Withdrawn: No Bidder Contract Number: <b>38787</b> Affiliate Indicator: Releasing Shipper Bidder Phone: (615) 261-2243 Replacement Shipper Role Indicator: Other																						
<b>Award Terms</b>																							
Rate Schedule: FT Release Term Start Date: <b>11/01/2020</b> 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	Capacity Award Date/Time: 10/16/2020 10:18 CCT  Release Term End Date: <b>03/31/2021</b>  Previously Released: Yes																						
<b>Award Recall Information</b>																							
Recall/Reput: Capacity recallable and reput must be taken by replacement shipper Business Day: Yes Recall Notification Period: Timely Early Evening Evening Intraday 1 Intraday 2 Intraday 3	Recall/Reput Terms: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Recall</td> <td>Reput</td> </tr> </table>	Recall	Reput																				
Recall	Reput																						
<b>Award Location(s)</b>																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SeasnI St</th> <th>SeasnI End</th> <th>Loc/QTI</th> <th>Loc</th> <th>Loc Zn</th> <th>Loc Purp</th> <th>Awd Qty-Loc</th> </tr> </thead> <tbody> <tr> <td>11/01/2020</td> <td>03/31/2021</td> <td>Delivery point(s) quantity</td> <td>1247 Lebanon-Dominion</td> <td>4</td> <td>MQ-Delivery Location</td> <td style="text-align: right;"><b>6,328</b></td> </tr> <tr> <td>11/01/2020</td> <td>03/31/2021</td> <td>Receipt point(s) to delivery point(s) quantity</td> <td>8124 Dyersburg 1247 Lebanon-Dominion</td> <td>2 4</td> <td>S8-Pipeline Segment defined by 2 Locations</td> <td style="text-align: right;">6,328</td> </tr> </tbody> </table>			SeasnI St	SeasnI End	Loc/QTI	Loc	Loc Zn	Loc Purp	Awd Qty-Loc	11/01/2020	03/31/2021	Delivery point(s) quantity	1247 Lebanon-Dominion	4	MQ-Delivery Location	<b>6,328</b>	11/01/2020	03/31/2021	Receipt point(s) to delivery point(s) quantity	8124 Dyersburg 1247 Lebanon-Dominion	2 4	S8-Pipeline Segment defined by 2 Locations	6,328
SeasnI St	SeasnI End	Loc/QTI	Loc	Loc Zn	Loc Purp	Awd Qty-Loc																	
11/01/2020	03/31/2021	Delivery point(s) quantity	1247 Lebanon-Dominion	4	MQ-Delivery Location	<b>6,328</b>																	
11/01/2020	03/31/2021	Receipt point(s) to delivery point(s) quantity	8124 Dyersburg 1247 Lebanon-Dominion	2 4	S8-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

[About](#) | [Contact](#) | [Logout](#)  
 © Copyright 2004 - 2020 Texas Gas Transmission, LLC  
**Reservation Rate Basis:** Per Day

Rate Identification Code	Max Trf Rate	Award Rate
Reservation	\$0.2842	<b>\$0.0950</b>

Rate(s) stated include all applicable surcharges; no surcharge detail or surcharge total provided.



610 West 2<sup>nd</sup> 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: *12 M. Walker*  
24E7A0D2EFBD49B...

By: *[Signature]* *JB*  
*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*

DocuSign Envelope ID: C95B219C-BB47-4FBC-B171-AE1A2B8DE355

**Rate Schedule: STF**  
**Agreement No.: 35772**  
**Primary Point(s) of Receipt**  
**Effective Date: April 1, 2019**

**Exhibit A**

**Primary Point(s)**

<b>_ine</b>	<b>Receipt Point Meter No.</b>	<b>Receipt Point Meter Name</b>	<b>Zone</b>	<b>Daily Firm Capacity MMBtu/day</b>	
				<b>Winter</b>	<b>Summer</b>
<b>North Louisiana</b>	<b>9539</b>	<b>Cotton Valley</b>	<b>1</b>	<b>2,000</b>	<b>100</b>

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 Sltrs/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**

<b>Supply Lateral</b>	<b>Capacity Rights (MmBtu/Day)</b>	
	<b>Winter</b>	<b>Summer</b>
<b><u>Zone 1 Supply Lateral(s)</u></b>		
North Louisiana:	2,000	100
<b>Total Zone 1:</b>	<b>2,000</b>	<b>100</b>
<b><u>Zone SL Supply Lateral(s)</u></b>		
East:	0	0
Southeast:	0	0
South:	0	0
Southwest:	0	0
West:	0	0
<b>Total Zone SL:</b>	<b>0</b>	<b>0</b>
<b>Grand Total:</b>	<b>2,000</b>	<b>100</b>



Request No. 11234

March 17, 2020

Atmos Energy Corporation  
Attn: Trisha Young  
1100 Poydras St Ste 3400  
New Orleans, LA 70163

Re: STF Agreement No. 35772 by and between  
Texas Gas Transmission, LLC ("Texas Gas") and  
Atmos Energy Corporation ("Customer")  
dated November 3, 2016 , as amended ("Original Agreement")

To Whom It May Concern:

Effective April 1, 2021, Texas Gas and Customer hereby desire to amend the Original Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

Term: This Agreement shall be effective beginning December 1, 2016 and shall continue in full force and effect through March 31, 2024.


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.

This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Original Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Atmos Energy Corporation

Texas Gas Transmission, LLC

By:   
24E7A0D2EFBD49B...

By:   
E-SIGNED by Charles Buzz Backstrom  
on 2020-03-26 16:04:52 GMT

Printed Name: Kenny Malter

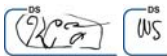
Printed Name: Charles Buzz Backstrom

Title: Director, Gas Supply & Services

Title: VP Mktg & Business Dev

Date: March 23, 2020

Date: March 26, 2020







<b>FT/FLS-FT//STF REQUEST</b>
-------------------------------

Send to:

Texas Gas Transmission, LLC  
 Email: TexasGasContractAdmin@bwpipelines.com  
 Fax: (270) 688-6817 / Alternate Fax: (270)688-5872  
 610 W. Second Street, Owensboro, KY 42301  
 Post Office Box 20008, Owensboro, Kentucky 42304  
 Attention: Contract Administration  
 Phone: (800) 626-1948 or (270) 926-8686

1. **Company Legal Name:** Atmos Energy Corporation

**Contact Name/Email/Phone:** Trisha Young, trisha.young@atmosenergy.com  
**Office:** 504-681-3157

**COMPLETE SHADED AREA IF NEW CUSTOMER OR FOR EXISTING CUSTOMER CHANGES**

**State of Incorporation:** \_\_\_\_\_ **Duns Number** \_\_\_\_\_

**Entity Type** (i.e. Corporation, Limited partnership, etc.): \_\_\_\_\_

**Customer Type:**

Local Distribution Company     
  Interstate Pipeline     
  Intrastate Pipeline     
  Other  
 End-user     
  Producer     
  Marketer

**Contact Information:**

	Contract Notice	Invoices	Business/Commercial	Regulatory
Attn:	_____	_____	_____	_____
Address:	_____	_____	_____	_____
Phone:	_____	_____	_____	_____
Fax:	_____	_____	_____	_____
E-mail:	_____	_____	_____	_____

2.  **New Service**       **Amend Existing Agreement No.35772**  
**Effective Date:** 4/1/2021

NOTE: If subject to bidding and auction, the Effective Date may be subject to change if a Match Bid opportunity exists.  
*(complete only the sections below that are being amended)*

3. **Pursuant to ongoing Auction:**       **Yes, Auction Notice No.** \_\_\_\_\_       **No**

4. **Collateral Associated with Application of Risk of Default Factor (required if subject to bidding):**

If customer is determined to be non-creditworthy, customer agrees to post sufficient security as described in Section 6.5[5(a)(1)] of Texas Gas' tariff.       Yes       No

**OR**

Pursuant to Section 6.5[5(a)(2)] of Texas Gas' tariff, Customer is posting contemporaneously with this bid collateral in the amount of \$\_\_\_\_\_.

**5. Form of Service:** Subpart G will be utilized as the default if none selected. Service hereunder is provided pursuant to Section 284, Title 18 of the Code of Federal Regulations.

Subpart G - Blanket Certificate       Subpart B – Section 311 (Texas Gas will request additional information)

**6. Rate Schedule:**       Firm Transportation Service (FT)  
                                    Short Term Firm (STF)  
                                    Firm Transportation Lateral Service (FLS-FT)

**7. Primary Term Begin:** 4/1/2021      **Term End:** 3/31/2024      **Evergreen:**  Yes     No

NOTE: If subject to bidding and auction, the Primary Term Begin date may be subject to change if a Match Bid opportunity exists.

**8. Requested Rate (if less than maximum tariff rate):**

Demand \$ \_\_\_\_\_ All inclusive \$ \_\_\_\_\_  
 Commodity \$ \_\_\_\_\_ *(Plus fuel retention only)*  
*(Plus fuel retention and applicable surcharges)*

**9. Quantity(ies) – (MMBtu/day):**

Time Period (if applicable)	Existing Qty (if applicable)	Increase/Decrease to Existing Qty (if applicable)	Proposed Quantity	*Minimum Acceptable Quantity
<u>4/1/2021</u> through <u>3/31/2024</u>	<u>2,000</u>	<u>0</u>	<u>2,000</u>	_____
_____ through _____	_____	_____	_____	_____
_____ through _____	_____	_____	_____	_____
_____ through _____	_____	_____	_____	_____

\*If subject to auction/bidding, you **must** indicate the minimum quantity you are willing to accept.

**10. Primary Point(s) – (MMBtu/day):**

**Receipt Point(s)**

Texas Gas Loc. No.	Receipt Loc. Name	Existing Quantity		Increase/Decrease to Existing Qty (if appl)		Proposed Quantity	
		Winter	Summer	Winter	Summer	Winter	Summer
<u>9539</u>	<u>Cotton Valley</u>	<u>2,000</u>	<u>100</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

NOTE: If primary receipt point is located on a Supply Lateral, then appropriate Supply Lateral may be required below.

**Delivery Point(s)**

Texas Gas Loc. No.	Delivery Loc. Name	Existing Quantity (MMBtu/day)		Increase/Decrease to Existing Qty (if appl)		Requested Quantity (MMBtu/day)	
		Winter	Summer	Winter	Summer	Winter	Summer
<u>1985</u>	<u>Atmos Z-3 SLM</u>	<u>2,000</u>	<u>0</u>	_____	_____	_____	_____
<u>1995</u>	<u>Atmos Z-3 SLE</u>	<u>0</u>	<u>100</u>	_____	_____	_____	_____

11.  **Include EFT Addendum**

Requested EFT Rate (if less than maximum tariff rate):  Discounted Rate \$ \_\_\_\_\_

12.  **Include ENS Addendum**

Requested ENS Rate (if less than maximum tariff rate):  Discounted Demand Rate \$ \_\_\_\_\_  
 Discounted Commodity Rate \$ \_\_\_\_\_

**13. Transportation Path:** (The transportation path will begin at the southernmost primary receipt point designated above unless indicated otherwise below. The transportation path will end at the primary delivery point.)

Transportation Path Begin (if other than designated above). Enter either a Texas Gas Meter Name, Meter No. or Sequence Order No. Path cannot begin at a pooling location. \_\_\_\_\_

**14. Supply Lateral(s) – (MMBtu/day): (Required if new agreement and originates in Zone SL or Zone 1)**

NOTE: A new agreement can receive supply lateral allocations of up to 119% of its contract demand but not more than 100% of its contract demand on any individual supply lateral if the selected supply lateral is within the firm transportation path.

- None
- Pro-rata allocation
- Other - check desired supply lateral(s) below and enter related quantity(ies)

Texas Gas Zone 1

	Existing Qty (if applicable)		Increase/Decrease to Existing Qty (if appl)		Proposed Qty	
	Winter	Summer	Winter	Summer	Winter	Summer
<input type="checkbox"/> North Louisiana Leg	_____	_____	_____	_____	_____	_____

Texas Gas Zone SL

	Existing Qty (if applicable)		Increase/Decrease to Existing Qty (if appl)		Proposed Qty	
	Winter	Summer	Winter	Summer	Winter	Summer
<input type="checkbox"/> East Leg	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> Southeast Leg	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> South Leg	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> Southwest Leg	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> West Leg	_____	_____	_____	_____	_____	_____

**Comment:** \_\_\_\_\_

Through signature hereunder, the party requesting transportation service states that it has the right to acquire title to the gas to be delivered and assures all upstream and/or downstream transportation will be in place prior to contract commencement.

Company Name: Atmos Energy Corporation

By: \_\_\_\_\_

Date: March 23, 2020

Title: Director, Gas Supply & Services

DocuSigned by:  
*J. M. Walker*  
(signature required)

For Minimum information requirements, see Section 6.8 of the General Terms & Conditions of Texas Gas' Tariff.



**Texas Gas Transmission, LLC**  
**Basic Contract Info-All Rate Schedules**  
 By Operating Unit Name/Svc Req K

Click to view add'l volume data.

Operating Unit Name	Detail Rate Sched	Svc Req K	Contract Status	Origin	Date Contract Begin	Date Current Term End	Ever-green	Long Haul Zone Rec	Long Haul Zone Del	Winter CD	Summer CD	April CD	October CD
Atmos Energy Kentucky	STF	35772	A	Original	12/1/16	3/31/21	Y	1	3	2,000	100	100	100

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: Extend.

**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: April 01, 2020  
Supersedes Exhibit A dated: November 01, 2016

Maximum Daily Quantity for each specified period of the Agreement:

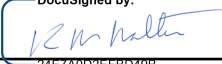
Effective from 04/01/2020 through 10/31/2020:	1,250 Dt.
Effective from 11/01/2020 through 03/31/2021:	6,000 Dt.
Effective from 04/01/2021 through 10/31/2021:	1,250 Dt.
Effective from 11/01/2021 through 03/31/2022:	6,000 Dt.
Effective from 04/01/2022 through 10/31/2022:	1,250 Dt.
Effective from 11/01/2022 through 03/31/2023:	6,000 Dt.

**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:   
DocuSigned by:  
24E7A0D2EFBD49B...  
**Kenny Malter**  

---

  
(Please type or print name)  
Title: Director, Gas Supply & Services  
Executed: April 9, 2019



TRUNKLINE GAS COMPANY, LLC

  
DocuSigned by:  
891FB2BF9C934A5...  
**Beth Hickey**  

---

  
(Please type or print name)  
Title: SVP - Interstate  
Executed: 4/11/2019

**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:	04/01/2020	Through:	10/31/2020			
1	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	1,250
Effective from:	11/01/2020	Through:	03/31/2021			
2	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	6,000
Effective from:	04/01/2021	Through:	10/31/2021			
3	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	1,250
Effective from:	11/01/2021	Through:	03/31/2022			
4	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	6,000
Effective from:	04/01/2022	Through:	10/31/2022			
5	WEST PADUCAH - ATMOS ENERGY	MC CRACKEN	KY		82041	1,250

**Description of Facilities**

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from:	04/01/2020	Through:	10/31/2020	
1	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	11/01/2020	Through:	03/31/2021	
2	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	04/01/2021	Through:	10/31/2021	
3	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	11/01/2021	Through:	03/31/2022	
4	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	04/01/2022	Through:	10/31/2022	
5	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7



**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: 11/01/2022		Through: 03/31/2023				
6	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: 11/01/2022		Through: 03/31/2023		
6	EXISTING	Z1B	TRUNKLINE GAS COMPANY, LLC	14.7

**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:	04/01/2020	Through:	10/31/2020			
1	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	1,250
Effective from:	11/01/2020	Through:	03/31/2021			
2	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	6,000
Effective from:	04/01/2021	Through:	10/31/2021			
3	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	1,250
Effective from:	11/01/2021	Through:	03/31/2022			
4	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	6,000
Effective from:	04/01/2022	Through:	10/31/2022			
5	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	1,250

**Description of Facilities**

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from:	04/01/2020	Through:	10/31/2020	
1	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	11/01/2020	Through:	03/31/2021	
2	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	04/01/2021	Through:	10/31/2021	
3	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	11/01/2021	Through:	03/31/2022	
4	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from:	04/01/2022	Through:	10/31/2022	
5	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7

**EXHIBIT A**  
 Transportation Agreement  
 For  
 Firm Service  
 Under Rate Schedule FT

**Primary Point(s) of Receipt**

<u>Seq. No.</u>	<u>Received From</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>MDRO (Net of Fuel Reimbursemen</u>
Effective from: 11/01/2022		Through: 03/31/2023				
6	LAKESIDE - NGPL	09 12S 04	CAMERON	LA	81718	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: 11/01/2022		Through: 03/31/2023		
6	EXISTING	FLD	TRUNKLINE GAS COMPANY, LLC	14.7

**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.

**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.



**TRUNKLINE GAS COMPANY, LLC**  
An ENERGY TRANSFER Company

March 28, 2019

Mr. Kenny Malter  
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 Mr. Malter:

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 April 1, 2020, 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 April 1, 2020 and end on March 31, 2023 (“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.
  - 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.

Letter to Atmos Energy Corporation - 14573

March 28, 2019

Page 2 of 4

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

<b>Effective Period<sup>1</sup></b>	<b><u>Primary Receipt Point(s)</u></b>	<b><u>Primary Delivery Point(s)</u></b>	<b><u>Quantity (Dth/day)</u></b>	<b><u>Discounted Daily Reservation Rate (\$/Dth)</u></b>
April 1 <sup>st</sup> - October 31 <sup>st</sup>	Lakeside - NGPL (81718)	West Paducah - Atmos Energy (82041)	1,250	\$0.1775
November 1 <sup>st</sup> - March 31 <sup>st</sup>	Lakeside - NGPL (81718)	West Paducah - Atmos Energy (82041)	6,000	\$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 Receipt Points (MRZ1A)

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.
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.

<sup>1</sup> During each year of the Discount Period.

Letter to Atmos Energy Corporation - 14573

March 28, 2019

Page 3 of 4

- 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 this Letter Agreement in the appropriate space provided below, and return to the letterhead address.

Sincerely,  
TRUNKLINE GAS COMPANY, LLC

Dec 31 2019 10:41 AM  
*M. Jackie Butler*

Representative: \_\_\_\_\_

M Jackie Butler

Print Name: \_\_\_\_\_

TRUNKLINE GAS COMPANY, LLC

By: \_\_\_\_\_

Print Name: Beth A. Hickey

Title: SVP Marketing

Contract Admin.	<u><i>JB</i></u>
Optimization	<u><i>JE</i></u>
Legal	<u><i>me</i></u>



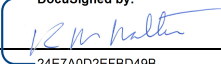
Letter to Atmos Energy Corporation - 14573

March 28, 2019

Page 4 of 4

Accepted and Agreed to this  
1st day of April, 2019:

ATMOS ENERGY CORPORATION

DocuSigned by:  
By:   
24E7A0D2EFBD49B...

Print Name: Kenny Malter

Title: Director, Gas Supply & Services









**SCHEDULE B**

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	3/31/2025	12 months	1	100	460025	Storage - Portland-MA	6,026	1	100	460025	Storage - Portland-MA	19,784	MSQ 903,859 MMBtu No ratchets per contract
Evergreen														
FS-PA	2384	3/31/2025	12 months	1	100	460020	Storage - Portland-PA	2,731	1	100	460020	Storage - Portland-PA	2,914	MSQ 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	MDQ Dth						Zone	Leg	Meter	Primary Delivery Pt	Dth/d					
								Months		Months		Month		Month		Months		Month		Months		Month	
								JAN, FEB, DEC	MAR, NOV	APR	MAY	JUN-SEP	OCT	Zone	Leg	Meter	Primary Delivery Pt	JAN, FEB, DEC	MAR, NOV	APR	MAY	JUN-SEP	OCT
FT-G	2546	3/31/2025	12 months					4,000	4,000	3,000	-	-	-	2	100	420009	Greensburg KY	100	100	100	100	100	100
Evergreen				L/1	500	412882	Port Sulpher	8,000	8,000	3,000	1,500	1,000	2,000	2	100	420010	Campbellsville KY	2,900	2,900	1,000	100	100	100
				1	100	460020	Portland Storage Withdrawal	3,500	2,500	500	-	-	-	2	100	400462	Danville KY	11,800	10,800	5,500	2,200	1,200	3,200
				L/1	800	412398	Jefferson Island (Bi 20825)	8,500	8,500	5,500	1,500	1,000	2,000	2	100	420028	Harrodsburg KY	5,900	5,900	4,000	100	100	100
				L/1	800	412690	Sabine	24,000	23,000	12,000	3,000	2,000	4,000	2	100	420029	Lancaster -KY	100	100	100	100	100	100
														2	100	420030	Lebanon KY	2,900	2,900	1,000	100	100	100
														2	100	420338	Perryville KY	100	100	100	100	100	100
														2	100	420445	Hustonville KY	100	100	100	100	100	100
														2	100	421000	Simpson	100	100	100	100	100	100
																		24,000	23,000	12,000	3,000	2,000	4,000
FT-A	300284*	3/31/2021	see note	1	100	420828	Portland	2,500						2	100	420028	Harrodsburg KY	2,500					
segmented c.				or any receipts north of Portland in Zone 1 and all Zone 2 receipts																			

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	3/31/2025	12 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

Any Zn 0, L, 1 or 2 delivery meter is discounted.

\*\* 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").

SCHEDULE B

ATMOS ENERGY CORPORATION

ASSET PORTFOLIO - TGT PIPELINE CONTRACTS

Texas Gas Transmission

Rate Schedule	Contract #	Effective Date	Termination	Renewals	Notice	Service	MDQ MMBtu	Receipt Pt	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments																																									
NNS	29760	11/1/2020	10/31/2023	5 years	1 year	Storage	43,500	Nominated Receipt Points:	Zone	Nov-Mar	Apr-Oct	Nov-Mar	April	May-Sept	Oct	MSQ 1,335,000 MMBtu Unnominated Seasonal Quantity																																						
<u>Seasonal Quantity Entitlement</u>		<u>Contract Demand(s)</u>		2102 EasTrans-Champlin		1		9,056		9,056		1885 KY Z-2 Deduct		43,500		35,359		21,802		39,041		<table border="1"> <tr> <th colspan="2">MDIQ</th> <th rowspan="3">Max Available Injection Rate (% of USQ)</th> </tr> <tr> <td>% Unnominated Seasonal Qty Injected</td> <td></td> </tr> <tr> <td>0% - 65%</td> <td>1.3% or 17,355</td> </tr> <tr> <td>65% - 90%</td> <td>1.1% or 14,685</td> </tr> <tr> <td>&gt; 90%</td> <td>0.6% or 8,010</td> </tr> </table> <table border="1"> <tr> <th>MSQ</th> <th>Inventor</th> <th>MDWQ</th> </tr> <tr> <td>100-25%</td> <td>1,335,000 - 333,750</td> <td>18,212</td> </tr> <tr> <td>25-20%</td> <td>333,750 - 267,000</td> <td>16,391</td> </tr> <tr> <td>20-15%</td> <td>267,000 - 200,250</td> <td>15,480</td> </tr> <tr> <td>15-10%</td> <td>200,250 - 133,500</td> <td>14,570</td> </tr> <tr> <td>10-5%</td> <td>133,500 - 66,750</td> <td>13,659</td> </tr> <tr> <td>5-0%</td> <td>66,750 - c</td> <td>12,748</td> </tr> </table> <p>Inventory must stay above 25% through February 15</p>	MDIQ		Max Available Injection Rate (% of USQ)	% Unnominated Seasonal Qty Injected		0% - 65%	1.3% or 17,355	65% - 90%	1.1% or 14,685	> 90%	0.6% or 8,010	MSQ	Inventor	MDWQ	100-25%	1,335,000 - 333,750	18,212	25-20%	333,750 - 267,000	16,391	20-15%	267,000 - 200,250	15,480	15-10%	200,250 - 133,500	14,570	10-5%	133,500 - 66,750	13,659	5-0%	66,750 - c	12,748
MDIQ		Max Available Injection Rate (% of USQ)																																																				
% Unnominated Seasonal Qty Injected																																																						
0% - 65%	1.3% or 17,355																																																					
65% - 90%	1.1% or 14,685																																																					
> 90%	0.6% or 8,010																																																					
MSQ	Inventor	MDWQ																																																				
100-25%	1,335,000 - 333,750	18,212																																																				
25-20%	333,750 - 267,000	16,391																																																				
20-15%	267,000 - 200,250	15,480																																																				
15-10%	200,250 - 133,500	14,570																																																				
10-5%	133,500 - 66,750	13,659																																																				
5-0%	66,750 - c	12,748																																																				
Winter 5,153,488		Winter 43,500		2740 Superior-Pure		SL		0		730																																												
Summer 3,330,628		Summer 21,802		2847 N. Lake Pagie #1		SL		2,321		2,902																																												
		Shoulder Month (April) 35,359		9412 Jefferson Island Storage		SL		2,035		2,035																																												
		Shoulder Month (Oct) 39,041		9437 Dynamic-Taylor Point		SL		2,035		2,035																																												
		<u>Nominated Daily Quantity</u>		9415 Egan Hub Storage		SL		3,977		3,977																																												
		Winter 25,288		2392 LRC-Grand Cheniere		SL		4,088		4,088																																												
		Summer 21,802		9028 Gas Energy Dev-Hayes		SL		0		295																																												
		<u>Unnominated Daily Quantity</u>		2020 Enable-Perryville		1		1,671		0																																												
		Winter 18,212																																																				
		Shoulder Month (April) 9,207																																																				
		Shoulder Month (Oct) 12,889																																																				
		Excess Unnominated Daily 4,350																																																				
NNS	29762	11/1/2015	10/31/2023	5 years	1 year	Storage	82,000	Nominated Receipt Points:	Zone	Nov-Mar	Apr-Oct	Nov-Mar	April	May-Sept	Oct	MSQ 2,130,000 MMBtu Unnominated Seasonal Quantity																																						
<u>Seasonal Quantity Entitlement</u>		<u>Contract Demand(s)</u>		2102 EasTrans-Champlin		1		7,078		14,692		1985 KY Z-3 SLM Deduct		4,851		4,851		4,035		4,851		<table border="1"> <tr> <th colspan="2">MDIQ</th> <th rowspan="3">Max Available Injection Rate (% of USQ)</th> </tr> <tr> <td>% Unnominated Seasonal Qty Injected</td> <td></td> </tr> <tr> <td>0% - 65%</td> <td>1.3% or 27,690</td> </tr> <tr> <td>65% - 90%</td> <td>1.1% or 23,430</td> </tr> <tr> <td>&gt; 90%</td> <td>0.6% or 12,780</td> </tr> </table> <table border="1"> <tr> <th>MSQ</th> <th>Inventor</th> <th>MDWQ</th> </tr> <tr> <td>100-25%</td> <td>2,130,000 - 532,500</td> <td>16,702</td> </tr> <tr> <td>25-20%</td> <td>532,500 - 426,000</td> <td>15,032</td> </tr> <tr> <td>20-15%</td> <td>426,000 - 319,500</td> <td>14,197</td> </tr> <tr> <td>15-10%</td> <td>319,500 - 213,000</td> <td>13,362</td> </tr> <tr> <td>10-5%</td> <td>213,000 - 106,500</td> <td>12,527</td> </tr> <tr> <td>5-0%</td> <td>106,500 - c</td> <td>11,691</td> </tr> </table> <p>Inventory must stay above 25% through February 15</p>	MDIQ		Max Available Injection Rate (% of USQ)	% Unnominated Seasonal Qty Injected		0% - 65%	1.3% or 27,690	65% - 90%	1.1% or 23,430	> 90%	0.6% or 12,780	MSQ	Inventor	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	10-5%	213,000 - 106,500	12,527	5-0%	106,500 - c	11,691
MDIQ		Max Available Injection Rate (% of USQ)																																																				
% Unnominated Seasonal Qty Injected																																																						
0% - 65%	1.3% or 27,690																																																					
65% - 90%	1.1% or 23,430																																																					
> 90%	0.6% or 12,780																																																					
MSQ	Inventor	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																																																				
10-5%	213,000 - 106,500	12,527																																																				
5-0%	106,500 - c	11,691																																																				
Winter 11,990,000		Winter 82,000		2760 Silgo Plant		1		6,457		0		1988 KY Z-3 SLE Deduct		3,611		3,611		3,003		3,611																																		
Summer 12,393,110		Summer 67,865		9539 Cotton Valley		1		4,708		3,551		54,896		54,896		45,663		54,896																																				
		Shoulder Month (April) 81,799		2790 Henry-Hub		SL		9,491		9,491		1989 KY Z-3 SBG Deduct		5,362		5,362		4,460		5,362																																		
		Shoulder Month (Oct) 81,883		9829 Trunkline-Centerville		SL		25,000		25,000		1990 KY Z-3 SLN Deduct		5,362		5,362		4,460		5,362																																		
		<u>Nominated Daily Quantity</u>		9415 Egan Hub Storage		SL		12,249		12,249		1995 KY Z-3 Mainline Deduct		13,280		13,079		10,704		13,163																																		
		Winter 65,298		2392 LRC-Grand Cheniere		SL		10,540		10,540																																												
		Summer 67,865		2020 Enable-Perryville		1		2,182		5,236																																												
		<u>Unnominated Daily Quantity</u>																																																				
		Winter 16,702																																																				
		Shoulder Month (April) 13,934																																																				
		Shoulder Month (Oct) 14,018																																																				
		Excess Unnominated Daily 8,200																																																				
NNS	29763	11/1/2015	10/31/2023	5 years	1 year	Storage	13,500	Nominated Receipt Points:	Zone	Nov-Mar	Apr-Oct	Nov-Mar	April	May-Sept	Oct	MSQ 376,150 MMBtu Unnominated Seasonal Quantity																																						
<u>Seasonal Quantity Entitlement</u>		<u>Contract Demand(s)</u>		2102 EasTrans-Champlin		1		1,900		1,900		1981 KY Z-4 Deduct		13,500		8,838		4,625		9,984		<table border="1"> <tr> <th colspan="2">MDIQ</th> <th rowspan="3">Max Available Injection Rate (% of USQ)</th> </tr> <tr> <td>% Unnominated Seasonal Qty Injected</td> <td></td> </tr> <tr> <td>0% - 65%</td> <td>1.3% or 4,890</td> </tr> <tr> <td>65% - 90%</td> <td>1.1% or 4,138</td> </tr> <tr> <td>&gt; 90%</td> <td>0.6% or 2,257</td> </tr> </table> <table border="1"> <tr> <th>MSQ</th> <th>Inventor</th> <th>MDWQ</th> </tr> <tr> <td>100-25%</td> <td>376,150 - 94,038</td> <td>5,727</td> </tr> <tr> <td>25-20%</td> <td>94,038 - 75,230</td> <td>5,154</td> </tr> <tr> <td>20-15%</td> <td>75,230 - 56,423</td> <td>4,868</td> </tr> <tr> <td>15-10%</td> <td>56,423 - 37,615</td> <td>4,582</td> </tr> <tr> <td>10-5%</td> <td>56,423 - 37,615</td> <td>4,295</td> </tr> <tr> <td>5-0%</td> <td>37,615 - 0</td> <td>4,009</td> </tr> </table> <p>Inventory must stay above 25% through February 15</p>	MDIQ		Max Available Injection Rate (% of USQ)	% Unnominated Seasonal Qty Injected		0% - 65%	1.3% or 4,890	65% - 90%	1.1% or 4,138	> 90%	0.6% or 2,257	MSQ	Inventor	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	10-5%	56,423 - 37,615	4,295	5-0%	37,615 - 0	4,009
MDIQ		Max Available Injection Rate (% of USQ)																																																				
% Unnominated Seasonal Qty Injected																																																						
0% - 65%	1.3% or 4,890																																																					
65% - 90%	1.1% or 4,138																																																					
> 90%	0.6% or 2,257																																																					
MSQ	Inventor	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																																																				
10-5%	56,423 - 37,615	4,295																																																				
5-0%	37,615 - 0	4,009																																																				
Winter 1,549,871		Winter 13,500		9539 Cotton Valley		1		1,295		1,295																																												
Summer 613,600		Summer 4,625		2790 Henry-Hub		SL		0		221																																												
		Shoulder Month (April) 8,838		9895 Texaco-Bayou Sale		SL		0		477																																												
		Shoulder Month (Oct) 9,984		* 9045 Lebanon-REX		4		6,055		4,625																																												
		<u>Nominated Daily Quantity</u>																																																				
		Winter 7,773																																																				
		Summer 4,625																																																				
		<u>Unnominated Daily Quantity</u>																																																				
		Winter 5,727																																																				
		Shoulder Month (April) 2,864																																																				
		Shoulder Month (Oct) 4,009																																																				
		Excess Unnominated Daily 1,350																																																				

\* 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.

ATTACHMENT B (continued)

ATMOS ENERGY CORPORATION  
ASSET PORTFOLIO - TGT PIPELINE CONTRACTS

Texas Gas Transmission

Rate Schedule	Contract #	Effective Date	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Zone	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments			
FT (a)	29759	11/1/2015	10/31/2023	5 years	1 year	Transport	16,500			Jan-Dec			Nov-Mar April May-Sept Oct				
								2102 EasTrans-Champlin	1	4,595		1985 Atmos KY Z-3 SLM Deduct	1,078	1,100	1,100	1,100	Discount from Texas Gas' max FT demand rate.
								2288 GR Southern-Mowata #2	SL	472		1988 Atmos KY Z-3 SLE Deduct	803	200	200	200	
								2740 Superior-Pure	SL	122		1989 Atmos KY Z-3 SBG Deduct	12,198	700	700	700	
								9412 Jefferson Island Storage	SL	1,638		1990 AtmosKY Z-3 SLN Deduct	1,192	10,500	10,500	10,500	
								2601 Fina Oil-Anslem Coulee	SL	47		1995 AtmosKY Z-3 Mainline Deduct	1,229	4,000	4,000	4,000	
								2790 Henry Hub	SL	7,539		TOTAL	16,500	16,500	16,500	16,500	
								9040 ANR-Calumet	SL	553							
								9415 Egan Hub Storage	SL	2,516							
								9103 South Hayes #1	SL	356							
								9880 ANR-Eunice	SL	3,000							

and all secondary receipt points in Zone(s) SL, 1, 2 and 3

Rate Schedule	Contract #	Effective Date	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Zone	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments			
FT (a)	31097	11/1/2015	10/31/2023	5 years	1 year	Transport	5,000			Nov-Mar	Apr-Oct		Nov-Mar April May-Sept Oct				
								2102 EasTrans-Champlin	1	511	511	1981 Atmos KY Z-4 Shipper Ded	5,000	5,000	5,000	5,000	Discount from Texas Gas' max FT demand rate.
								2288 GR Southern-Mowata #2	SL	52	52						
								2740 Superior-Pure	SL	14	14						
								9412 Jefferson Island Storage	SL	182	182						
								2601 Fina Oil-Anslem Coulee	SL	5	5						
								2790 Henry Hub	SL	4,217	3,667						
								9040 ANR-Calumet (rec.)	SL	61	61						
								9415 Egan Hub Storage	SL	280	280						
								9103 South Hayes #1	SL	39	39						
								* 9045 Lebanon-REX	4	1,368	1,918						

and all secondary receipt points in Zone(s) SL, 1, 2, 3 and 4

\* 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.

Rate Schedule	Contract #	Effective Date	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Zone	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments
FT (a)	34380	12/16/2014	10/31/2023			Transport	10,000			Jan-Dec			Jan-Dec	
								8107 TETCO-Evang.	SL	1,900		1988 Atmos Zn 3 SLE	3,000	Discount from Texas Gas' max FT demand rate .
								9829 Trunkline-Centerville	SL	1,900		1989 Atmos Zn 3 SBG	7,000	
								2760 SLIGO	1	8,100		10,000		

and all secondary receipt points in Zone(s) SL, 1, 2 and 3

Rate Schedule	Contract #	Effective Date	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Zone	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments
FT** segmented c.	38787	11/1/2020	3/31/2021 **			Transport	6,328			Jan-Dec			Jan-Dec	
								8124 Dyersburg	2	6,328		1247 Lebanon-Dominion Zn 4	6,328	Nominations outside this primary path are strictly prohibited

\*\* Bidder shall assume that when this capacity expires, 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. Nominations outside this primary path are strictly prohibited.

Rate Schedule	Contract #	Effective Date	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Zone	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments
STF	35772	12/1/2016	3/31/2024			Transport	2,000			Nov-Mar	Apr-Oct		Nov-Mar Apr-Oct	
								9539 Cotton Valley	1	2,000	100	1985 Atmos KY Z-3 SLM Deduct	2,000	0
												1995 AtmosKY Z-3 Mainline Deduct	0	100

Rate Schedule	Contract #	Effective Date	Termination	Renewals	Notice	Service	MDQ	Receipt Pt	Zone	Rcpt Pt Dth/d	Rcpt Pt Dth/d	Primary Delivery Pt	Delivery Point MDQ	Comments
FT	36773	6/1/2018	5/31/2028			Transport	5,000			Jan-Dec			Jan-Dec	
								2764 Mitchellville (Portland)	3	5,000		1995 AtmosKY Z-3 Mainline Deduct	5,000	

(a) Atmos has contractual demand discounts 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

**SCHEDULE B**

**ATMOS ENERGY CORPORATION  
 ASSET PORTFOLIO - TRUNKLINE PIPELINE CONTRACTS**

**Trunkline Gas Company**

<u>Rate Schedule</u>	<u>Contract #</u>	<u>Start</u>	<u>Termination</u>	<u>Notice</u>	<u>Service</u>	<u>MDQ Dth</u>	<u>Months</u>	<u>Rcpt Zn</u>	<u>Primary Receipt Pt</u>	<u>Del Zn</u>	<u>Primary Delivery Pt</u>
FT (b)	14573*	4/1/2020	3/31/2023 *	6 months	Firm Transport	6,000	Nov-Mar	Fld /WLA 81718	NGPL Lakeside	Z1B	82041 West Paducah-Atmos
						1,250	Apr-Oct	Fld /WLA 81718	NGPL Lakeside	Z1B	82041 West Paducah-Atmos

secondary receipts: WLA, Z1A

\*Asset Manager shall assume that when this capacity expires, it will be replaced with like capacity. Index based commodity pricing is applicable for the full term of the AMA. Although it is Atmos' intent to replace with like capacity, asset manager should not place capacity utilization value on this capacity beyond the initial capacity term indicated in the F

(b) 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.

**SCHEDULE B**

**ATMOS ENERGY CORPORATION  
 ASSET PORTFOLIO - ANR PIPELINE CONTRACTS**

ANR Pipeline Company

<u>Rate Schedule</u>	<u>Contract #</u>	<u>Effective</u>	<u>Termination</u>	<u>Notice</u>	<u>Service</u>	<u>MDQ Dth</u>	<u>Zone</u>	<u>Primary Receipt Pts</u>	<u>Zone</u>	<u>Primary Delivery Pt</u>	<u>Comments</u>
FTS-1 segmented c.	122803 *	11/1/2020	3/31/2021 *		Firm Transport	8,000	ML-2 ML-1	803184 Fayetteville Express 103565 S E Headstation (Apr-Oct only if Atmos notifies asset manager each March of the availability)	ML-3	201846 Stanley Interconnect	

**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

<u>Secondary Receipt Pts</u>	<u>Secondary Delivery Pts</u>	<u>Comments</u>
All ML2 receipts in path	ML-2 153751 Rabbit Ridge ML-2 201838 Beulah ML-3 6470 Slaughters/TGT ML-2 490941 Pine Prairie North ML-2 1292823 Bolivar	Beulah pt is connected but inactive - subject to operational availability.  only available if SE Head is released only available if SE Head is released

\*Bidder shall assume that when this capacity expires 3/31/2022, 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 manger will be responsible for reimbursing Atmos for the discount forfeiture.

**SCHEDULE B**

**ATMOS ENERGY CORPORATION  
ASSET PORTFOLIO - COMPANY OWNED "BEHIND CITY GATE" STORAGE**

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
<b>Company-Owned Storage</b>				
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	12,000
Atmos Kentucky Company Owned Total			<b>4,518,091</b>	<b>96,719</b>
<b>Contract Storage</b>				
East Diamond (see ratchet information below)		Hopkins County, KY	2,160,000	27,341

<b>Ratchets for Bon Harbor</b>	<b>Ratchet Level</b>	<b>MSQ</b>	
		778,600	<b>Note 1</b>
		<b>MDIQ</b>	
<b>Maximum Daily Injection Quantity</b>		<b>13,767</b>	
		<b>MDWQ</b>	
<b>Maximum Daily Withdrawal Quantity</b>	If Balance is 0.62 Bcf to 0.78 Bcf (80% - 100%)	15,191	
	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	<b>Note 2</b>
	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 withdrawal quantities are not guaranteed.**



**SCHEDULE B**

**ATMOS ENERGY CORPORATION  
ASSET PORTFOLIO - COMPANY OWNED "BEHIND CITY GATE" STORAGE**

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
<b><u>Ratchets for Grandview</u></b>		<b>Ratchet Level</b>	<b>MSQ</b>	
			305,400	<b>Note 1</b>
			<b>MDIQ</b>	
<b>Maximum Daily Injection Quantity</b>			4,577	
			<b>MDWQ</b>	
<b>Maximum Daily Withdrawal Quantity</b>	If Balance is 0.24 Bcf to 0.31 Bcf (80% - 100%)		3,476	
	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	<b>Note 2</b>
	If Balance is 0.06 Bcf or less (<20%)		550	
<b>Note 1: Storage capacity is stated in MCF</b>				
<b>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.</b>				
<b><u>Ratchets for Hickory</u></b>		<b>Ratchet Level</b>	<b>MSQ</b>	
			499,257	<b>Note 1</b>
			<b>MDIQ</b>	
<b>Maximum Daily Injection Quantity</b>			18,000	
			<b>MDWQ</b>	
<b>Maximum Daily Withdrawal Quantity</b>	If Balance is 0.40 Bcf to 0.50 Bcf (80% - 100%)		18,538	
	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	<b>Note 2</b>
	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	
<b>Note 1: Storage capacity is stated in MCF</b>				
<b>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.</b>				

**SCHEDULE B**

**ATMOS ENERGY CORPORATION  
ASSET PORTFOLIO - COMPANY OWNED "BEHIND CITY GATE" STORAGE**

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
<b><u>Ratchets for Kirkwood</u></b>		<b>Ratchet Level</b>	<b>MSQ</b>	
			249,638	<b>Note 1</b>
			<b>MDIQ</b>	
<b>Maximum Daily Injection Quantity</b>			5,000	
			<b>MDWQ</b>	
<b>Maximum Daily Withdrawal Quantity</b>	If Balance is 0.20 Bcf to 0.25 Bcf (80% - 100%)		8,815	
	If Balance is 0.14 Bcf to 0.20 Bcf (55% - 80%)		5,070	
	If Balance is 0.07 Bcf to 0.14 Bcf (30% - 55%)		3,085	<b>Note 2</b>
	If Balance is 0.01 Bcf to 0.07 Bcf (20% - 30%)		2,665	
	If Balance is 0.01 Bcf or less (<20%)		2,195	
<b>Note 1: Storage capacity is stated in MCF</b>				
<b>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.</b>				
<b><u>Ratchets for St. Charles</u></b>		<b>Ratchet Level</b>	<b>MSQ</b>	
			2,685,196	<b>Note 1</b>
			<b>MDIQ</b>	
<b>Maximum Daily Injection Quantity</b>			23,849	
			<b>MDWQ</b>	
<b>Maximum Daily Withdrawal Quantity</b>	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	<b>Note 2</b>
	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	
<b>Note 1: Storage capacity is stated in MCF</b>				
<b>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.</b>				

**SCHEDULE B**

**ATMOS ENERGY CORPORATION  
ASSET PORTFOLIO - COMPANY OWNED "BEHIND CITY GATE" STORAGE**

Facility	Group	Location	Working Capacity (Mcf)	Maximum Daily Delivery Capability (Mcf)
----------	-------	----------	------------------------	---

<u>Ratchets for Contract Storage East Diamond</u>	<u>Ratchet Level</u>	<u>MSQ</u>	
		2,160,000	<b>Note 1</b>
		<u>MDIQ</u>	
<b>Maximum Daily Injection Quantity</b>	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	
		<u>MDWQ</u>	
<b>Maximum Daily Withdrawal Quantity</b>	If Balance is 1.73 Bcf to 2.16 Bcf (80% - 100%)	26,200	<b>Note 2</b>
	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.**

**GAS SUPPLY INFORMATION AND PROCEDURES MANUAL**  
**Procedure for Purchasing and Nominating Natural Gas**  
Revised October, 2019

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 the Gas Supply Short Term Forecast Tableau dashboard is updated with forecast data. The Gas Supply Specialist/Representative accesses the weather data to update short term (1-7 days) load forecasts. 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 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/asset manager 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/asset manager notifies Gas Control and the appropriate pipeline of the nominated receipts in time to meet the pipeline nomination deadlines.

**SCHEDULE C**

Atmos Energy Corporation  
 TGP-KY Gas Supply Plan  
 Projected Summer 2020  
 All Volumes MMBTU

Tennessee Gas Area	30		31		30		31		31		30		31		214 Summer Total
	Apr-20 Monthly	Daily	May-20 Monthly	Daily	Jun-20 Monthly	Daily	Jul-20 Monthly	Daily	Aug-20 Monthly	Daily	Sep-20 Monthly	Daily	Oct-20 Monthly	Daily	
<b>Total Requirements at CityGate</b>	164,160		87,296		54,060		49,817		52,731		65,490		130,014		<b>603,568</b>
FS-MA Storage inj.	115,590		119,443		115,590		119,443		119,443		115,590		119,443		824,542
FS-PA Storage inj.	52,410	1,747	54,157	1,747	52,410	1,747	54,157	1,747	54,157	1,747	52,410	1,747	54,157	1,747	373,858
<b>Total Gross Injections at meter</b>	<b>168,000</b>	<b>5,600</b>	<b>173,600</b>	<b>5,600</b>	<b>168,000</b>	<b>5,600</b>	<b>173,600</b>	<b>5,600</b>	<b>173,600</b>	<b>5,600</b>	<b>168,000</b>	<b>5,600</b>	<b>173,600</b>	<b>5,600</b>	<b>1,198,400</b>
<b>TOTAL NET PURCH AT DELIVERY</b>	<b>332,160</b>	<b>11,072</b>	<b>260,896</b>	<b>8,416</b>	<b>222,060</b>	<b>7,402</b>	<b>223,417</b>	<b>7,207</b>	<b>226,331</b>	<b>7,301</b>	<b>233,490</b>	<b>7,783</b>	<b>303,614</b>	<b>9,794</b>	<b>1,801,968</b>
Inj Fuel															
1.36% FS-MA Storage net of injection fuel	114,030		117,831		114,030		117,831		117,831		114,030		117,831		813,414
1.36% FS-PA Storage net of injection fuel	51,690	1,723	53,413	1,723	51,690	1,723	53,413	1,723	53,413	1,723	51,690	1,723	53,413	1,723	368,722
<b>Total Net Injections</b>	<b>165,720</b>		<b>171,244</b>		<b>165,720</b>		<b>171,244</b>		<b>171,244</b>		<b>165,720</b>		<b>171,244</b>		<b>1,182,136</b>

**Note: Purchases reflect storage activities; Purchases are the delivered volumes net of transportation fuel.**

**SCHEDULE C**

Atmos Energy Corporation  
TGP-KY Gas Supply Plan  
Projected Winter 2020-2021  
All Volumes MMBTU

Tennessee Gas Area	30 Nov-20		31 Dec-20		31 Jan-21		29 Feb-21		31 Mar-21		152
	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Winter Total
<b>Total Requirements</b>	<b>254,220</b>	<b>8,474</b>	<b>437,751</b>	<b>14,121</b>	<b>517,142</b>	<b>16,682</b>	<b>417,861</b>	<b>14,409</b>	<b>299,150</b>	<b>9,650</b>	<b>1,926,124</b>
<b>FS-MA Storage w/d</b>	90,390	3,013	180,761	5,831	225,959	7,289	180,786	6,234	135,594	4,374	813,490
<b>FS-PA Storage w/d</b>	72,780	2,426	75,206	2,426	75,206	2,426	70,354	2,426	75,206	2,426	368,752
<b>Total Withdrawals</b>	<b>163,170</b>	<b>5,439</b>	<b>255,967</b>	<b>8,257</b>	<b>301,165</b>	<b>9,715</b>	<b>251,140</b>	<b>8,660</b>	<b>210,800</b>	<b>6,800</b>	<b>1,182,242</b>
<b>TOTAL PURCHASES *</b>	<b>91,050</b>	<b>3,035</b>	<b>181,784</b>	<b>5,864</b>	<b>215,977</b>	<b>6,967</b>	<b>166,721</b>	<b>5,749</b>	<b>88,350</b>	<b>2,850</b>	<b>743,882</b>

\* purchase quantities are at the delivery point and have not been adjusted for fuel retention.

**Schedule C**

Atmos Energy Corporation  
Kentucky TGT/Trunkline/ANR Gas Supply Seasonal Plan  
**Projected Summer 2021**  
All Volumes MMBTU

Texas Gas Area	30		31		30		31		31		30		31		214 Total Monthly
	Apr-21 Monthly	Daily	May-21 Monthly	Daily	Jun-21 Monthly	Daily	Jul-21 Monthly	Daily	Aug-21 Monthly	Daily	Sep-21 Monthly	Daily	Oct-21 Monthly	Daily	
<b>Planned Customer Requirements (excludes 3rd party transport)</b>															
Zone 2 *															
Texas Gas Req	197,820	6,594	91,202	2,942	52,650	1,755	41,571	1,341	36,177	1,167	53,400	1,780	135,160	4,360	607,980
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
<b>Total Req</b>	<b>227,820</b>	<b>7,594</b>	<b>122,202</b>	<b>3,942</b>	<b>82,650</b>	<b>2,755</b>	<b>72,571</b>	<b>2,341</b>	<b>67,177</b>	<b>2,167</b>	<b>83,400</b>	<b>2,780</b>	<b>166,160</b>	<b>5,360</b>	<b>821,980</b>
Zone 3															
Texas Gas Req	750,390	25,013	404,023	13,033	282,180	9,406	264,678	8,538	272,800	8,800	385,860	12,862	608,964	19,644	2,968,895
ANR Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midwestern Req	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Req</b>	<b>750,390</b>	<b>25,013</b>	<b>404,023</b>	<b>13,033</b>	<b>282,180</b>	<b>9,406</b>	<b>264,678</b>	<b>8,538</b>	<b>272,800</b>	<b>8,800</b>	<b>385,860</b>	<b>12,862</b>	<b>608,964</b>	<b>19,644</b>	<b>2,968,895</b>
Zone 4															
Texas Gas Req	77,880	2,596	37,386	1,206	25,020	834	22,661	731	22,475	725	27,150	905	60,946	1,966	273,518
<b>TOTAL WEATHER NORMALIZED CUSTOMER REQUIREMENTS</b>	<b>1,056,090</b>	<b>35,203</b>	<b>563,611</b>	<b>18,181</b>	<b>389,850</b>	<b>12,995</b>	<b>359,910</b>	<b>11,610</b>	<b>362,452</b>	<b>11,692</b>	<b>496,410</b>	<b>16,547</b>	<b>836,070</b>	<b>26,970</b>	<b>4,064,393</b>
<b>Planned Storage Injections</b>															
<i>Estimated</i> TGT NNS Storage Injections Zones 2, 3 and 4	484,620	16,154	500,774	16,154	484,620	16,154	500,774	16,154	500,774	16,154	484,620	16,154	500,774	16,154	3,456,956
<u>The following injection plan is for KY Zone 3 area "on system" Company Owned storages:</u>															
Owensboro Storage Group Injections via TGT (Grandview, Hickory)	88,080	2,936	91,016	2,936	88,080	2,936	91,016	2,936	91,016	2,936	88,080	2,936	91,016	2,936	628,304
Owensboro Storage Group Injections via ANR (Bon Harbor) ML-2 to ML-3	87,270	2,909	90,179	2,909	87,270	2,909	90,179	2,909	90,179	2,909	87,270	2,909	90,179	2,909	622,526
Madisonville Storage Group Injections via TGT (Kirkwood, St Charles)	295,620	9,854	305,474	9,854	295,620	9,854	305,474	9,854	305,474	9,854	295,620	9,854	305,474	9,854	2,108,756
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	152,730	5,091	157,821	5,091	152,730	5,091	157,821	5,091	157,821	5,091	152,730	5,091	157,821	5,091	1,089,474
East Diamond Storage Injections ANR Delivered to ML-2	41,520	1,384	42,904	1,384	41,520	1,384	42,904	1,384	42,904	1,384	41,520	1,384	42,904	1,384	296,176
<b>Total Storage Injections (NNS + Company Owned)</b>	<b>1,149,840</b>	<b>38,328</b>	<b>1,188,168</b>	<b>38,328</b>	<b>1,149,840</b>	<b>38,328</b>	<b>1,188,168</b>	<b>38,328</b>	<b>1,188,168</b>	<b>38,328</b>	<b>1,149,840</b>	<b>38,328</b>	<b>1,188,168</b>	<b>38,328</b>	<b>8,202,192</b>
Texas Gas Purchase Zone 2	366,240	12,208	265,236	8,556	221,070	7,369	215,605	6,955	210,211	6,781	221,820	7,394	309,194	9,974	1,809,376
Texas Gas Purchase Zone 3	1,402,830	46,761	1,078,211	34,781	934,620	31,154	938,866	30,286	946,988	30,548	1,038,300	34,610	1,283,152	41,392	7,622,967
Texas Gas Purchase Zone 4	125,340	4,178	86,428	2,788	72,480	2,416	71,703	2,313	71,517	2,307	74,610	2,487	109,988	3,548	612,066
<b>Total Texas Gas Purchases</b>	<b>1,894,410</b>	<b>63,147</b>	<b>1,429,875</b>	<b>46,125</b>	<b>1,228,170</b>	<b>40,939</b>	<b>1,226,174</b>	<b>39,554</b>	<b>1,228,716</b>	<b>39,636</b>	<b>1,334,730</b>	<b>44,491</b>	<b>1,702,334</b>	<b>54,914</b>	<b>10,044,409</b>
<b>Total Trunkline Purchases</b>	<b>30,000</b>	<b>1,000</b>	<b>31,000</b>	<b>1,000</b>	<b>30,000</b>	<b>1,000</b>	<b>31,000</b>	<b>1,000</b>	<b>31,000</b>	<b>1,000</b>	<b>30,000</b>	<b>1,000</b>	<b>31,000</b>	<b>1,000</b>	<b>214,000</b>
<b>Total ANR Purchases</b>	<b>281,520</b>	<b>9,384</b>	<b>290,904</b>	<b>9,384</b>	<b>281,520</b>	<b>9,384</b>	<b>290,904</b>	<b>9,384</b>	<b>290,904</b>	<b>9,384</b>	<b>281,520</b>	<b>9,384</b>	<b>290,904</b>	<b>9,384</b>	<b>2,008,176</b>
<b>Total Estimated Purchase Plan</b>	<b>2,205,930</b>	<b>73,531</b>	<b>1,751,779</b>	<b>56,509</b>	<b>1,539,690</b>	<b>51,323</b>	<b>1,548,078</b>	<b>49,938</b>	<b>1,550,620</b>	<b>50,020</b>	<b>1,646,250</b>	<b>54,875</b>	<b>2,024,238</b>	<b>65,298</b>	<b>12,266,585</b>

Note 1: Purchases include planned storage injection quantities  
\* The Zone 2 summer requirements can be provided operationally all on Texas Gas Zn 2 deliveries.



**Schedule C**

Atmos Energy Corporation  
Kentucky Gas Supply Seasonal Plan  
Projected Winter 2020-2021  
All Volumes MMBTU

Texas Gas Area	30		31		31		28		31		151 Total Monthly
	Nov-20 Monthly	Daily	Dec-20 Monthly	Daily	Jan-21 Monthly	Daily	Feb-21 Monthly	Daily	Mar-21 Monthly	Daily	
Zone 2 - Requirements	343,710	11,457	621,147	20,037	760,988	24,548	598,248	21,366	432,946	13,966	2,757,039
Texas Gas Purchase	120,210	4,007	276,644	8,924	363,103	11,713	247,884	8,853	155,186	5,006	1,163,027
Texas Gas - NNS Storage <i>Estimated</i> Withdrawals	133,500	4,450	267,003	8,613	320,385	10,335	280,364	10,013	200,260	6,460	1,201,512
Trunkline Purchase	90,000	3,000	77,500	2,500	77,500	2,500	70,000	2,500	77,500	2,500	392,500
<b>Total</b>	<b>343,710</b>		<b>621,147</b>		<b>760,988</b>		<b>598,248</b>		<b>432,946</b>		<b>2,757,039</b>
Zone 3 - Requirements	1,201,320	40,044	2,080,968	67,128	2,540,915	81,965	1,942,500	69,375	1,404,517	45,307	9,170,220
Texas Gas Purchase	529,500	17,650	925,195	29,845	1,238,047	39,937	181,440	6,480	0	0	2,874,182
Texas Gas - NNS Storage Estimated Withdrawals	213,000	7,100	426,002	13,742	511,190	16,490	447,300	15,975	159,743	5,153	1,757,235
Owensboro Storage Group Withdrawals *	163,620	5,454	149,792	4,832	149,792	4,832	410,704	14,668	335,451	10,821	1,209,359
Madisonville Storage Group Withdrawals *	295,200	9,840	311,426	10,046	311,426	10,046	479,724	17,133	568,323	18,333	1,966,099
East Diamond Storage Withdrawals SCULPTED**	-	0	268,553	8,663	330,460	10,660	423,332	15,119	341,000	11,000	1,363,345
ANR Pipeline PEAKING (8k/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
<b>Total</b>	<b>1,201,320</b>		<b>2,080,968</b>		<b>2,540,915</b>		<b>1,942,500</b>		<b>1,404,517</b>		<b>9,170,220</b>
Zone 4 - Requirements	123,210	4,107	217,775	7,025	260,462	8,402	200,172	7,149	149,606	4,826	951,225
Texas Gas Purchase	85,590	2,853	142,538	4,598	170,190	5,490	121,184	4,328	93,186	3,006	612,688
Texas Gas - NNS Storage Withdrawals	37,620	1,254	75,237	2,427	90,272	2,912	78,988	2,821	56,420	1,820	338,537
<b>Total</b>	<b>123,210</b>		<b>217,775</b>		<b>260,462</b>		<b>200,172</b>		<b>149,606</b>		<b>951,225</b>
<b>Total Requirements</b>	<b>1,668,240</b>		<b>2,919,890</b>		<b>3,562,365</b>		<b>2,740,920</b>		<b>1,987,069</b>		<b>12,878,484</b>
<b>Total NNS and Storage</b>	<b>842,940</b>		<b>1,498,013</b>		<b>1,713,525</b>		<b>2,120,412</b>		<b>1,661,197</b>		<b>7,836,087</b>
Total Texas Gas Purchase	735,300	24,510	1,344,377	43,367	1,771,340	57,140	550,508	19,661	248,372	8,012	4,649,897
Total Trunkline Purchase	90,000	3,000	77,500	2,500	77,500	2,500	70,000	2,500	77,500	2,500	392,500
Total ANR Purchase	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
<b>Total Purchases</b>	<b>825,300</b>	<b>27,510</b>	<b>1,421,877</b>	<b>45,867</b>	<b>1,848,840</b>	<b>59,640</b>	<b>620,508</b>	<b>22,161</b>	<b>325,872</b>	<b>10,512</b>	<b>5,042,397</b>

\* 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 26,855 for 12 days and  
18,450 for 30 days through Feb 15

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.



# Gas Supply & Services

**Kenny Malter**  
 Dir. Gas Supply & Services

**Courtney L.**  
 Executive Admin

## Gas Supply

<b>Sherie R.</b> Mgr. Gas Supply & Services	
<b>Cliff W.</b> Sr. Gas Supply Rep	<b>Jonathon S.</b> Gas Supply Specialist
<b>Melody W.</b> Gas Supply Rep	<b>Stephanie P.</b> Sr. Gas Supply Rep
<b>Becky B.</b> Mgr. Regional Gas Supply	
<b>Chris H.</b> Gas Supply Rep	<b>Kim G.</b> Gas Supply Representative
<b>Troy H.</b> Gas Supply Specialist	
<b>Tony W.</b> Mgr. Regional Gas Supply	
<b>Abel C.</b> Sr. Gas Supply Rep	<b>Joseph T.</b> Sr. Gas Supply Rep
<b>Kim B.</b> Sr. Gas Supply Rep	<b>Dick B.</b> Sr. Gas Supply Rep
<b>Ryan S.</b> Gas Supply Rep	<b>Spencer W.</b> Gas Supply Rep
<b>Karen B.</b> Sr. Admin Assistant	

## Gas Control

<b>Johnnie B.</b> Dir. Storage & Gas Control Op	
<b>Scott C.</b> Compliance Analyst	<b>Mike W.</b> SCADA Sys Dev
<b>Casey C.</b> SCADA Sys Dev	
<b>Kyle C.</b> Mgr. Gas Control	
<b>Gerald F.</b> Sr. Gas Controller	<b>Lorry A.</b> Sr. Gas Controller
<b>William H.</b> Gas Controller	<b>Chris S.</b> Gas Controller
<b>Neal P.</b> Gas Controller	<b>Michael C.</b> Sr. Gas Controller
<b>Mitch W.</b> Sr. Gas Controller	<b>Jamar D.</b> Sr. Gas Controller
<b>Mike M.</b> Sr. Gas Controller	

## Planning, Contract Admin

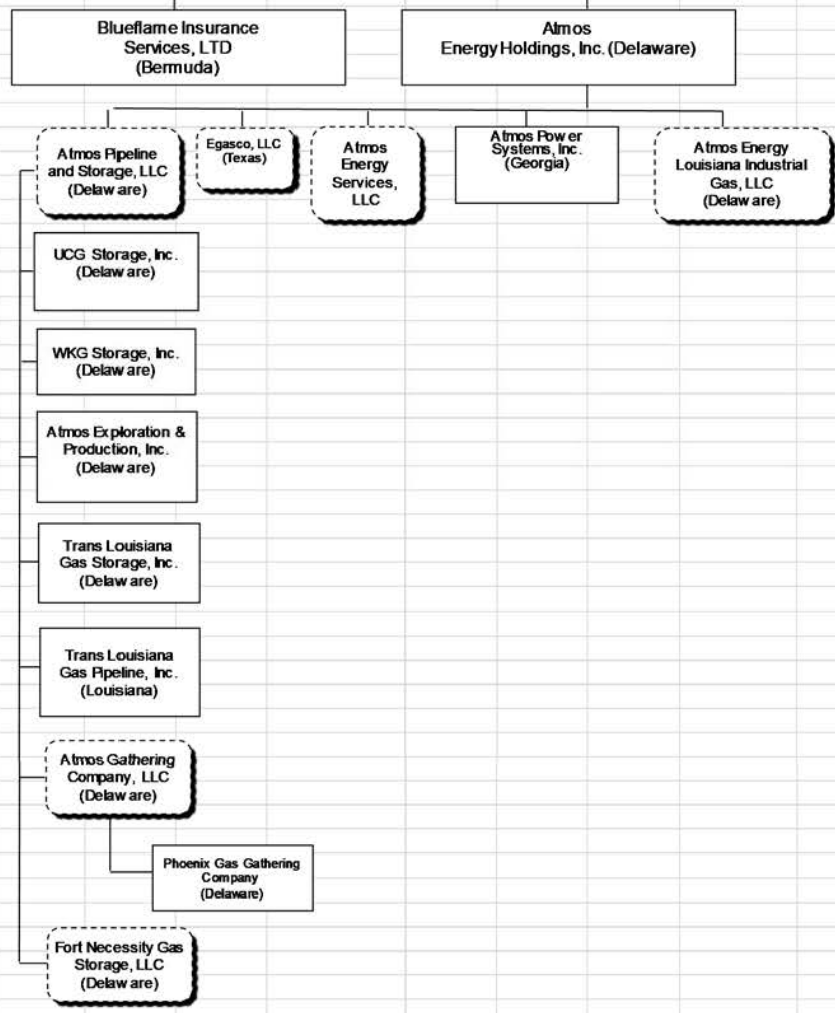
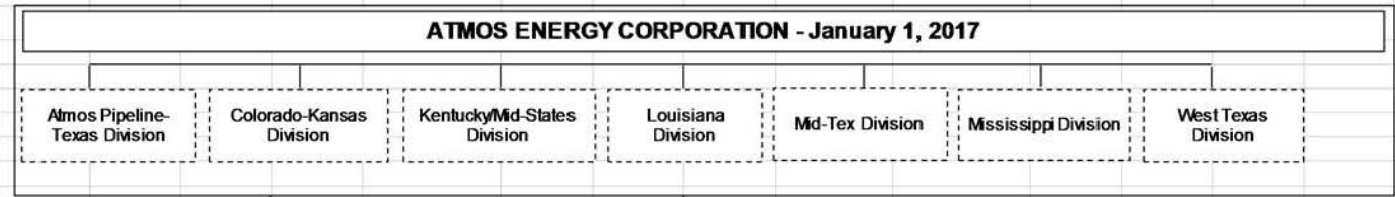
<b>Trisha Y.</b> Dir. Gas Supply Planning & Contract Admin	
<b>Anne H.</b> Mgr. Gas Supply Planning	
<b>Fred M.</b> Sr. Regional Planning Analyst	<b>Joey S.</b> Regional Planning Analyst
<b>Tom B.</b> Mgr. Supply Admin	
<b>Ryan H.</b> Sr. Contract Administrator	<b>Vanessa G.</b> Sr. Gas Scheduling Analyst
<b>Deborah K.</b> Gas Contract Admin Specialist	<b>Silvano L.</b> Gas Scheduling Analyst
	<b>Robert C.</b> Sr. Gas Scheduling Analyst

## Risk & Services

<b>Shawn A.</b> Dir. Risk & Services	
<b>Beau T.</b> Trader	<b>Chuck S.</b> Sr. Gas Supply Rep
<b>Danna B.</b> Sr. Gas Supply Rep	<b>Stephen W.</b> Gas Supply Rep
<b>Brian F.</b> Dir. Regional Marketing	
<b>Leslie M.</b> Mgr. Regional Mktg	
<b>Kimberly J.</b> Mgr. Risk & Analytics	
<b>Dean M.</b> Gas Supply Financial Trader	<b>Quincy G.</b> Regional Planning Analyst

## TBS

<b>Steve E.</b> Dir. TBS System Support	
<b>Wincy T.</b> Sr. App Support Specialist	
<b>Kumar R.</b> Mgr. Tech Support	
<b>Anthony T.</b> Analyst	<b>Ed K.</b> Specialist
<b>Maher A.</b> Sr. Specialist	<b>Omar K.</b> Sr. Specialist
<b>Robert C.</b> Sr. Specialist	<b>Tommy H.</b> Specialist
<b>Chris J.</b> Mgr. TBS App Support	
<b>Vanessa B.</b> Systems Assur Analyst	<b>Dewayne M.</b> Sr. Specialist
<b>Jeffrey M.</b> Sr. Specialist	<b>Lita B.</b> Sr. Specialist
<b>Mary M.</b> Sr. Specialist	<b>Garrett S.</b> Systems Assur Analyst



**LEGEND:**

Corporation =

Division (Not A Separate Entity) =

Entity Disregarded for Federal Tax Purposes, but Treated as Separate Entity for Liability Purposes =

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	09/09/2020 09:57:15.534 AM
<b>Job Profile Name</b>	Dir Gas Supply & Services
<b>Job Code</b>	GGSE204580
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	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.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.</p> <ol style="list-style-type: none"><li>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</li><li>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.</li><li>3. Makes certain the Gas Supply Planning group disseminates critical information throughout the Gas Supply department,</li><li>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.</li><li>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.</li><li>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).</li><li>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.</li><li>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.</li><li>9. Manages, coordinates, provides leadership to and reviews the work of staff employees. Develops staffing plans to ensure availability of</li></ol>

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.

**Additional Job Description**

Educational/Experience Level:

1. Master's 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.

**Job Title Default**  
**Restrict to Country**  
**Management Level**

Director

**Job Level** 0 -Default  
**Job Family** Gas Supply  
**Job Classifications** 1.2 - First/Mid-Level Officials and Managers (United States EEO-1)  
**Company Insider Type** Selected Personnel  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	09/10/2020 01:09:44.716 PM
<b>Job Profile Name</b>	Dir Gas Supply Planning & Contract Admin
<b>Job Code</b>	GGSE20W42487
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Oversees the activities of the Gas Supply & Services staff engaged in performing planning & contract functions. Coordinates activities with regional gas supply managers and operations personnel to ensure the availability of appropriate upstream assets.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.</p> <ol style="list-style-type: none"><li>1. Negotiates the acquisition of new or enhanced gas supply-related assets that are to be utilized to prudently ensure reliability.</li><li>2. Oversees all Gas Supply contract administration and scheduling functions. 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</li><li>3. 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.</li><li>4. Makes certain the Gas Supply Planning group disseminates critical information throughout the Gas Supply department,</li><li>5. 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 8 states.</li><li>6. Evaluates new storage projects, pipeline expansion projects, and changing supply dynamics to identify and negotiate potential adjustments to the upstream portfolio.</li><li>7. 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.</li><li>8. 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.</li><li>9. Is assigned problems to resolve that are usually defined by higher level leadership. Problems are difficult, and solutions require extensive analysis and investigation.</li></ol>
<b>Additional Job Description</b>	Educational/Experience Level:

Masters degree in business, economics or a related field and six years related experience; or Bachelor's degree in Business Administration or a related field and seven years of related 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 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.

<b>Job Title Default</b>	Dir Gas Supply Planning & Contract Admin
<b>Restrict to Country</b>	
<b>Management Level</b>	Director
<b>Job Level</b>	0 -Default
<b>Job Family</b>	Gas Supply
<b>Job Classifications</b>	1.2 - First/Mid-Level Officials and Managers (United States EEO-1)
<b>Company Insider Type</b>	Selected Personnel
<b>Work Shift Required</b>	No
<b>Public Job</b>	No
<b>Referral Payment Plan</b>	



## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	09/10/2020 01:10:01.134 PM
<b>Job Profile Name</b>	Dir Gas Supply Risk & Services
<b>Job Code</b>	GGSE20112740
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Oversees the activities of the staff engaged in performing non-utility marketing and budgeting functions as well as Gas Supply and Services hedging functions. Oversees the mitigation of risk within the Gas Supply and Services department.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.</p> <ol style="list-style-type: none"><li>1. Responsible for negotiating and contracting for gas supply assets including: firm transportation service, storage service, and peaking and/or delivered services for TLGP and AELIG. Evaluates new storage projects, pipeline expansion projects, and changing supply dynamics to identify and negotiate discounted supply and transport options.</li><li>2. Develops and directs strategies related to identifying and mitigating risk within Gas Supply and Services department including risk associated with the PBR and AMA programs, pipeline safety (non-utility), FERC compliance, capital cost recovery, capacity and storage procurement and hedging implementation.</li><li>3. Oversees gas supply risk management and hedging strategy activities for all Atmos regulated entities in all 8 states. Ensures compliance with all Company policies and procedures as well as local, state and federal regulatory requirements including Commodity Futures Trading Commission regulations.</li><li>4. Negotiates the acquisition of new or enhanced gas supply-related assets for the non-utility divisions that are to be utilized to reduce cost and/or enhance profits while mitigating risk.</li><li>5. Provides analytical and creative input in marketing program development for AELIG customers. Reviews and approves all marketing deal structures, contracts, capital and O&amp;M cost related to customers. Develops strategies on capital costs and recovery from customers.</li><li>6. Develops, coordinates and implements value-added pipeline marketing strategies to enhance customer growth and additional margins through optimization of pipeline storage, transportation and supply assets.</li><li>7. Coordinates and develops, with division operations, long/short term safety and maintenance plans associated with pipeline assets for non-utility segments.</li><li>8. 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.</li><li>9. Adheres to risk management processes and controls. Assists in identifying and assessing business risks, controls, strengths, and</li></ol>

improvement opportunities.

10. 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.

11. Maintains industry presence through customer events, attendance and participation in industry trade shows and industry events. Builds relationships with customers, initiates and maintains customer contacts, facilitates meeting with customers at Company facilities and at customers' premises.

12. Is assigned problems to resolve that are usually defined by higher level leadership. Problems are difficult, and solutions require extensive analysis and investigation.

13. Provides leadership, guidance and support within Gas Supply and Services and develops leadership skills in employees for future succession.

**Additional Job Description**

Educational/Experience Level

Bachelor's degree in business, IT, economics, mathematics, or a related field and five to eight years related experience in business management, utility operations, gas/volume accounting; 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 a detailed working knowledge of various software applications including sophisticated database query applications to compare records and 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.

**Job Title Default**

**Restrict to Country**  
**Management Level** Director  
**Job Level** 0 -Default  
**Job Family** Gas Supply  
**Job Classifications** 1.2 - First/Mid-Level Officials and Managers (United States EEO-1)  
**Company Insider Type** Selected Personnel  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

Atmos Energy Corporation  
Job Description

Title: Dir Regional Marketing  
Date: Approved: September 1, 2016

Exempt  
Grade: 8

**BASIC FUNCTION:**

Creates and directs implementation of marketing plans and activities for that result in accomplishing the Company's business strategy.

**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. Is responsible for planning, coordinating and directing implementation of regional marketing programs, projects and policies.
2. Develops staffing plans to ensure availability of human capital necessary to accomplish planned business results.
3. Decides how to achieve planned results within AEH programs, policies, and guidelines. May set or change operating plans/goals within respective area.
4. Plans, directs and coordinates the creation, development, design, and improvement of the Company's marketing strategy in conformance with established programs and objectives.
5. Has full authority for developing and managing a regional marketing plan and associated budget which are of moderate size and complexity.
6. Takes actions that have a measurable impact on marketing strategic contributions across business units within AEH.
7. Is assigned problems to resolve that are usually defined by higher level leadership. Problems are difficult, and solutions require extensive analysis and investigation.
8. Is responsible for development of natural gas supply and asset management relationships with potential industrial, municipal, and power generation customers.
9. May supervise Regional Marketing Managers and Directors.
10. Plans and directs staff in performing activities such as the negotiation, development and administration of customer sales and service contracts.
11. Provides management reports to discuss feasibility and opportunities of new market areas.
12. Develops new relationships with municipalities, LDC's and power generators for asset management opportunities
13. Uses customer segmentation information to develop and maximize the effectiveness of specific marketing sales programs.

14. Develops, maintains and provides information and reports to management relating to sales and marketing activities to assist in strategic planning and evaluation of program effectiveness.
15. Develops, recommends, and implements marketing programs to increase market share, sales and revenue.

**MINIMUM REQUIREMENTS:**

***Educational/Experience:***

Requires a B.S. degree in Marketing, Business Administration or a related field and 3 to 5 years professional experience in progressively more responsible positions in marketing and new business development in the energy industry, preferably in the unregulated 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 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.

***Working Conditions:***

Works in both the employer's office and at the customer's premises. Consistent travel is required; some overnight.

Requires occasionally performing activities including, but not limited to, lifting\*, reaching, grasping, twisting and turning.

\*Lifting maximum of 20 lbs.

***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.***

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	09/10/2020 12:14:26.791 PM
<b>Job Profile Name</b>	Dir Storage & Gas Control Op
<b>Job Code</b>	GGCE201357
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Plans, organizes, develops and directs the gas storage, gas control and nominations and scheduling functions.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.</p> <p>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.</p> <p>2. For Gas Storage:</p> <p>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.</p> <p>Designs, plans and implements gas storage acquisition programs.</p> <p>Evaluates proposals and recommends maintenance programs and facilities to meet gas storage contract requirements.</p> <p>Keeps abreast of state and federal guidelines through research and evaluations for the safe and proper operations of storage fields.</p> <p>Directs business development opportunities by evaluating and developing new or existing storage assets.</p> <p>Recommends further development of existing storage assets.</p> <p>3. For Gas Control and Nominations and Scheduling:</p> <p>Oversees the planning, organization and management of the Company's load management activities to ensure gas pressures and flows are maintained.</p> <p>Oversees the planning, organization and coordination of all nominations and scheduling activities and all pipelines serving the Company.</p> <p>4. Implements policies, procedures and standards to ensure proper administration of activities.</p> <p>5. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, motivates and evaluates the performance of assigned employees.</p>

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.

**Additional Job Description**

**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 is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.

<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Director
<b>Job Level</b>	0 -Default
<b>Job Family</b>	Gas Control
<b>Job Classifications</b>	1.2 - First/Mid-Level Officials and Managers (United States EEO-1)
<b>Company Insider Type</b>	Selected Personnel
<b>Work Shift Required</b>	No

Public Job No  
Referral Payment Plan



## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	09/10/2020 12:16:02.299 PM
<b>Job Profile Name</b>	Dir TBS System Support
<b>Job Code</b>	GGSE204882
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Plans, manages and directs the overall budget, design, planning, operations and use of the Transportation Business System (TBS) and related applications to ensure the business system strategies are in support of business requirements and business systems are updated as appropriate and consistent with the Company's overall vision for technology and systems.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.</p> <ol style="list-style-type: none"><li>1. Serves as a liaison between business unit clients and the supporting business systems and assists with definition and documentation of business processes.</li><li>2. Acts as a change agent inspiring business unit clients to assess current processes, performs process redesign, and establishes methods to improve processes using technology.</li><li>3. Monitors compliance with industry standards, regulatory requirements and contractual obligations primarily with software and hardware vendors, supplier, and other support organizations.</li><li>4. Coordinates and manages budget planning, preparation, and recommendations of technology projects for the TBS Systems and related applications.</li><li>5. Evaluates technology projects for consistency with the Atmos technology plan. Sets business system strategy in support of business processes.</li><li>6. Originates, defines business requirements, assists with design, and/or approves enhancements to software programs based upon priorities and needs in accordance with industry standards and company objectives.</li><li>7. Ensures infrastructure and support tasks are assigned to the appropriate organization accountable for providing services and tasks are being performed as required by the Business Unit.</li><li>8. Oversees and approves security levels and associated tables to ensure system availability, accessibility, integrity, and security from resources on the local LAN, Corporate LAN, CAN and WAN, and Internet clients.</li><li>9. Oversees and provides access to internal resources through development of web based query screens and assist clients and other client representatives with development or testing of customized reports (e.g, Crystal, MS Access)</li></ol>

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, trains, motivates and evaluates the performance of assigned employees.

12. Performs other related duties as required.

**Additional Job Description**

**EDUCATIONAL/EXPERIENCE LEVEL:**

1. Bachelor's degree in Business Management, Computer Science or related field and seven years of professional experience utility operations, gas measurement, transmission, and distribution; or

2. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and nine years of professional experience in utility operations, gas measurement, transmission, and distribution.

**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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.

**Job Title Default**

**Restrict to Country**

**Management Level**

**Job Level**

**Job Family**

Director

0 -Default

Gas Supply

**Job Classifications** 1.2 - First/Mid-Level Officials and Managers (United States EEO-1)  
**Company Insider Type** Selected Personnel  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:56:39.185 PM
<b>Job Profile Name</b>	Gas Scheduling Analyst
<b>Job Code</b>	GGCE502634
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	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.
<b>Job Description</b>	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 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.
<b>Additional Job Description</b>	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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Individual Contributor/ Professional
<b>Job Level</b>	0 -Default
<b>Job Family</b>	Gas Control
<b>Job Classifications</b>	2 - Professionals (United States EEO-1)
<b>Work Shift Required</b>	No

Public Job No  
Referral Payment Plan

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:56:39.323 PM
<b>Job Profile Name</b>	Gas Supply Financial Trader
<b>Job Code</b>	MTRE506446
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Responsible for the 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.).
<b>Job Description</b>	<p>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 administration of all Performance Base Rate ("PBR") plans, including risk assessment and mitigation. 2.Maintains in depth working knowledge of financial hedging markets and regulatory requirements to meet Company's gas supply risk management objectives. 3.Assists with the development and maintains Company's natural gas financial hedging processes and procedures. Assists with the creation of documentation to incorporate evolving regulatory, financial reporting and Sarbanes-Oxley management oversight issues. 4.Aids in the development of hedging plans consistent with the Corporate hedging strategy and state guidelines. 5.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 6.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. 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.Implements hedging plans and executes industrial hedges while providing necessary documentation to the applicable divisions. 9.Updates and maintains hedging database. Aids in the 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. Assists in the development of pipeline transportation, storage and gas supply strategies within the PBR programs that reduce costs to Atmos customers while enhancing optionality and reliability of supply and transportation services. 11.Maintains and develops documentation and reports for all PBR programs. 12.Performs gas purchases, scheduling, and system deal entry as needed.. 13.Works on special projects/presentations as needed and performs other related duties as assigned.</p>
<b>Additional Job Description</b>	<p>EDUCATIONAL/EXPERIENCE LEVEL: Bachelor's degree in business, economics or a related field and three years 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 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.</p>
<b>Job Title Default</b>	
<b>Restrict to Country</b>	

**Management Level** Individual Contributor/ Professional  
**Job Level** 0 -Default  
**Job Family** Trading  
**Job Classifications** 2 - Professionals (United States EEO-1)  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:56:39.535 PM
<b>Job Profile Name</b>	Gas Supply Representative
<b>Job Code</b>	GGSE504582
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	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.
<b>Job Description</b>	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.
<b>Additional Job Description</b>	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. Atmos Energy Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Individual Contributor/ Professional
<b>Job Level</b>	0 -Default
<b>Job Family</b>	Gas Supply
<b>Job Classifications</b>	2 - Professionals (United States EEO-1)



**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:56:39.691 PM
<b>Job Profile Name</b>	Gas Supply Specialist
<b>Job Code</b>	GGSE501957
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Gas supply position responsible for developing, evaluating and implementing gas supply requirements of the divisions and developing optimum supply portfolios which include, but are not limited to, pipeline transportation, storage and commodity to ensure an economical and reliable source of natural gas.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION. 1. Develops and evaluates gas purchasing strategies to achieve overall objectives including the request for proposals (RFP) process. 2. Analyzes monthly and daily gas supply needs based on load forecasts and manages gas supply and storage according to those forecasted needs. 3. Manages daily supply and storage usage to comply with pipeline requirements and to ensure reliable delivery throughout the year Ensures that storage inventory levels are appropriate to meet peak day withdrawal requirements. 4. Creates supply plans in conjunction with Gas Supply Planning for each area, which contain forecasted requirements and storage injection and withdrawal activity. 5. Negotiates and executes spot gas purchase contracts as required to implement the gas supply acquisition program. 6. Performs deal entry, confirmations and nominations as required to comply with the associated agreements. 7. Maintains updated information regarding contract terms with pipelines and suppliers. As daily gas supply functions are performed, reviews pipeline and storage contracts to insure that the contracts contain the most optimal receipt and delivery points. Communicates to planning group the operational changes that are needed in contracts. 8. Establishes and maintains good working relationships with pipeline and storage representatives and suppliers. 9. Performs all gas accounting functions related to supplier and pipeline and storage invoices, which includes verification of data for accuracy and attachment of all required documentation in order to fulfill requirements for approval and final payment. Also responsible for the completion of gas cost summaries, reports and reconciliations to general ledger. 10. Generates and maintains all documentation necessary to comply with reporting requirements of State Regulatory Commissions on all gas supply related matters, i.e. Prudence Review, Gas Cost Adjustment (GCA) review, etc. 11. Works in conjunction with Scheduling group to insure that activity related to third party end users is being accounted for in the daily management of gas supply.</p>
<b>Additional Job Description</b>	<p>Educational/Experience Level Requires Bachelor's degree in business or a related field; or High school education or equivalent and two 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 on matters of a technical and/or complex nature. Writing Skills Skill in writing grammatically correct routine business correspondence and analytical reports. 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, spreadsheets, 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.</p>
<b>Job Title Default</b>	
<b>Restrict to Country</b>	

**Management Level** Individual Contributor/ Professional  
**Job Level** 0 -Default  
**Job Family** Gas Supply  
**Job Classifications** 2 - Professionals (United States EEO-1)  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	09/10/2020 12:30:35.352 PM
<b>Job Profile Name</b>	Mgr Gas Supply & Services
<b>Job Code</b>	GGSE306666
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	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.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION.</p> <ol style="list-style-type: none"><li>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.</li><li>2. Leads and monitors the standardization of gas supply practices across the enterprise to ensure consistency and regulatory compliance.</li><li>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.</li><li>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.</li><li>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).</li><li>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.</li><li>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.</li><li>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.</li><li>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.</li><li>10. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, trains, motivates and evaluates the performance of assigned employees.</li></ol>

**Additional Job Description** 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.

**Job Title Default**  
**Restrict to Country**  
**Management Level** Manager  
**Job Level** 0 -Default  
**Job Family** Gas Supply  
**Job Classifications** 1.2 - First/Mid-Level Officials and Managers (United States EEO-1)  
**Company Insider Type** Selected Personnel  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:56:48.586 PM
<b>Job Profile Name</b>	Mgr Gas Supply Planning
<b>Job Code</b>	GGSE30152
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Manages and develops day, seasonal, annual and multiple year load forecasts. Supervises planning and forecasting group. Leads all efforts for Gas Supply data management and analytics.
<b>Job Description</b>	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. Provides business units with regulatory support for data requests including historical weather and volumetric data, as well as serves as an expert witness and gives testimony before state commissions. 4. Uses statistical analysis to create short-term forecasts to assist with daily gas supply purchase decisions for all Atmos divisions. 5. Is responsible for all statistical modeling and Gas Supply data management related to usage, weather, and customer class. 6. Is responsible for all data analytics within Gas Supply and manages all machine learning functions. 7. Is required to provide regulatory testimony supporting the company's forecasts and decisions. 8. 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. 9. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, trains, motivates and evaluates the performance of assigned employees.
<b>Additional Job Description</b>	Educational/Experience Level: Master's degree in business/statistics or a related field and four years related experience; or Bachelor's degree in business or a related field and five years related 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 analyses involving ratios, percentages and advanced 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Manager
<b>Job Level</b>	0 -Default
<b>Job Family</b>	Gas Supply
<b>Job Classifications</b>	1.2 - First/Mid-Level Officials and Managers (United States EEO-1)
<b>Work Shift Required</b>	No
<b>Public Job</b>	No

**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	06/26/2020 02:26:26.427 PM
<b>Job Profile Name</b>	Mgr TBS Technical Support
<b>Job Code</b>	GGSE304890
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Plans, organizes, coordinates and oversees the administration of technical support of the TBS systems.
<b>Job Description</b>	<p>THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION. 1. Maintains the change control process as defined by Information Technology ensuring all programs are documented and tested before implementation. Approves documentation, programs, and database changes for production. 2. Monitors project activity to ensure system, quality and programming standards are adhered to, completion dates are met and desired results are achieved. 3. Provides consulting services to management and other departmental staff to properly define and understand project requirements. Also prepares proposal documents providing cost analysis, scope, benefits and resource allocation to management. 4. Oversees the design, development, implementation, training, and maintenance of TBS system, including testing and implementation of disaster recovery plans for the TBS applications. 5. Prepares project work plans, assigns necessary internal or contract staff and reviews project design and analysis to ensure user requirements are met. 6. Prepares proposal documents providing cost analysis, scope, benefits and resource allocation to management. 7. Participates in application user forums to define the strategy and direction of software functionality and maintain strong vendor relationships. 8. Oversee system and application operation to ensure database integrity and dependability, and client reliability in accordance with users' expectations. 9. Manages development, testing, monitoring, and maintenance of all non-financial interfaces to guarantee dependable, timely, and accurate volume data transfers minimizing prior-period corrections. 10. Designs, implements and manages transactional systems controls and policies. Provides documentation and recommends changes as needed. 11. Evaluates and recommends software upgrades or changes to help provide good department productivity versus costs ratio. 12. 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. 13. Maintains adequate staffing levels to ensure proper administration of activities. Selects, develops, trains, motivates and evaluates the performance of assigned employees. 14. Ensures that department policies and processes comply with Sarbanes-Oxley rules and regulations. 15. Performs other related duties as required.</p>
<b>Additional Job Description</b>	<p>EDUCATIONAL/EXPERIENCE LEVEL: 1. Bachelor's degree in Business Administration, Computer Science, Mathematics, Engineering, Accounting, or a closely related field and five years of progressively responsible IT related experience within the natural gas industry; or. 2. A general educational knowledge normally acquired through a high school diploma or a General Equivalency Diploma (GED) and seven years of progressively responsible IT related experience within 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 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.</p>



**Job Title Default**  
**Restrict to Country**  
**Management Level** Manager  
**Job Level** 0 -Default  
**Job Family** Gas Supply  
**Job Classifications** 1.2 - First/Mid-Level Officials and Managers (United States EEO-1)  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:56:56.889 PM
<b>Job Profile Name</b>	Regional Planning Analyst
<b>Job Code</b>	GGSE504586
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	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.
<b>Job Description</b>	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.
<b>Additional Job Description</b>	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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Individual Contributor/ Professional
<b>Job Level</b>	0 -Default
<b>Job Family</b>	Gas Supply
<b>Job Classifications</b>	2 - Professionals (United States EEO-1)
<b>Work Shift Required</b>	No
<b>Public Job</b>	No
<b>Referral Payment Plan</b>	

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	10/01/2020 01:53:32.374 PM
<b>Job Profile Name</b>	Sr Admin Assistant
<b>Job Code</b>	AADN6036
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Advanced level position responsible for providing basic and general administrative and clerical activities for a department director and his/her associated department.
<b>Job Description</b>	THIS JOB DESCRIPTION DOES NOT ATTEMPT TO LIST ALL OF THE DUTIES THAT ARE OR MAY BE PERFORMED IN THIS POSITION. 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.
<b>Additional Job Description</b>	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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Support
<b>Job Level</b>	0 -Default
<b>Job Family</b>	Administrative Services
<b>Job Classifications</b>	5 - Administrative Support Workers (United States EEO-1)
<b>Work Shift Required</b>	No
<b>Public Job</b>	No
<b>Referral Payment Plan</b>	

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:57:04.038 PM
<b>Job Profile Name</b>	Sr Gas Controller
<b>Job Code</b>	GGCN602622
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	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.
<b>Job Description</b>	<p>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.</p>
<b>Additional Job Description</b>	<p>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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.</p>
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Support

**Job Level** 0 -Default  
**Job Family** Gas Control  
**Job Classifications** 13 - OQ Job (OQ Job)  
14 - Safety Sensitive Job (Safety Sensitive Job)  
3 - Technicians (United States EEO-1)  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:57:04.156 PM
<b>Job Profile Name</b>	Sr Gas Scheduling Analyst
<b>Job Code</b>	GGCE5380734
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	Senior level position which administers the transport, nomination, scheduling, & confirmation processes; reconciles confirmed volumes with connecting pipeline companies for gas flow, allocation and invoicing; & monitors and controls volumetric imbalances.
<b>Job Description</b>	<p>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.</p>
<b>Additional Job Description</b>	<p>Educational/Experience Level: Requires Bachelor's degree in business or a related field and five years of experience as a Gas Scheduler or related field; or equivalent. 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.</p>
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Individual Contributor/ Professional
<b>Job Level</b>	3 - Sr./ Advanced

**Job Family** Gas Control  
**Job Classifications** 2 - Professionals (United States EEO-1)  
**Work Shift Required** No  
**Public Job** No  
**Referral Payment Plan**

## Overview

### Overview

<b>Inactive</b>	No
<b>Effective Date</b>	11/09/2020
<b>Date of Last Change</b>	03/10/2020 01:57:06.506 PM
<b>Job Profile Name</b>	Sr Regional Planning Analyst
<b>Job Code</b>	GGSE534591
<b>Include Job Code in Name</b>	No
<b>Job Profile Summary</b>	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.
<b>Job Description</b>	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.
<b>Additional Job Description</b>	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. Atmos Energy Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.
<b>Job Title Default</b>	
<b>Restrict to Country</b>	
<b>Management Level</b>	Individual Contributor/ Professional
<b>Job Level</b>	3 - Sr./ Advanced
<b>Job Family</b>	Gas Supply
<b>Job Classifications</b>	2 - Professionals (United States EEO-1)
<b>Work Shift Required</b>	No
<b>Public Job</b>	No
<b>Referral Payment Plan</b>	



**Atmos Energy Corporation  
Job Description**

**Title: Trader**

**Exempt**

**Date Approved: February 7, 2019**

**Grade 7 VPP**

**BASIC FUNCTION:**

Plans, organizes and manages the gas scheduling and confirmation processes. Manages, coordinates, and directs activities related to contract administration for the Gas Supply and Marketing Department.

**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. Performs all scheduling activities in order to execute daily and monthly trading strategies for gas purchases and transportation in which this position will also execute.
2. Optimizes, tracks, and reports daily, monthly and seasonal capacity utilization and availability, employing pipeline knowledge to meet market requirements. Monitors pipeline bulletin boards for pertinent information and posts available capacity as necessary.
3. Utilizes forecasts to manage end-user burns and storage inventories to meet customer needs and marketing and trading strategies. Mitigates pipeline overruns or penalties by staying within defined tolerances.
4. Ensures physical and financial NYMEX components of fixed priced and storage positions are balanced within company tolerances.
5. Coordinates documentation and communication of customer balancing and billing intricacies to marketing and accounting in a timely and accurate manner. Responsible for preparation of all gas supply hedging reports i.e. management and board reports, regulatory reports, auditor reports and various business units. Distributes reports within all levels of management.
6. Maintains accurate intra-month positions and customer burns. Researches and maintains tariff literacy on assigned pipelines, particularly pertaining to balancing, cash-out, penalties, rates, and fuel provisions.
7. Manages the administration of contractual agreements entered into by the Gas Supply and Marketing Department. Oversees accurate set up of contract and customer data in the contracts and the accounting system to assure proper allocation of gas and invoicing.

8. Serves as a liaison between the marketing department and customers to resolve any discrepancies found in contract agreements.
9. Executes financial NYMEX trades as required to balance AMA storage positions.
10. Executes Fixed Price physical trades to offset customer hedges as applicable.
11. Maintains in depth working knowledge of financial hedging markets and regulatory requirements to meet company's gas supply risk management objectives.
12. Assists in formulating storage hedging strategies for AMAs and Quarterly customers.
13. Ensures validity of intra-month planning process as it relates to the Company's physical price position.
14. Participates in Deal Valuation processes/economics.
15. Participates in structuring complex deals.

## **MINIMUM REQUIREMENTS**

### ***Educational/Experience Level:***

Master's degree in Business, Finance, Economics or a related field and three years related experience in trading; or

Bachelor's degree in business, Finance Economics or a related field and four years related experience in trading.

### ***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 apply research methods, and/or advanced statistical and/or accounting methods.

### ***Computer Skills:***

Requires advanced computer skills in order to utilize various software applications for developing documents, reports 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 Corporation is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status.*



## **Internal Audit Report**

### **Gas Supply Review**

**August 2019**

---

---

<b>Executive Summary .....</b>	<b>2</b>
Introduction.....	2
Objective and Scope .....	2
Process .....	2
Project Approach .....	2
Risk Assessment .....	3
Process Strengths .....	3
<b>Background.....</b>	<b>4-5</b>
<b>Observations and Recommendations.....</b>	<b>6-8</b>

## INTRODUCTION

This report documents the results of Internal Audit's (IA) Gas Supply Review incorporating the review of management's procedures, as well as the tools, used to monitoring capital projects. The Executive Summary highlights the following:

- Objective and scope
- Project approach
- Process
- Risk assessment
- Process strengths
- Key opportunities for improvement

The Background section is presented following the Executive Summary. Additional details regarding observations, business risks, recommendations, and management action plans are contained in the Observations and Recommendations section of this report.

## OBJECTIVE AND SCOPE

The objective of this project was to evaluate the Gas Supply processes across all Atmos divisions and evaluate controls for effectiveness. Internal Audit evaluated the modeling used to forecast gas demand and the execution of gas purchasing carried out by regions.

The scope of this audit was limited to the Gas Supply forecasting and execution processes across all Atmos divisions.

## PROCESS

- Evaluating Gas Supply forecasting
  - Identify key processes and controls relied upon by management to understand current Gas Supply forecasting and identify potential issues;
  - Evaluate controls for effectiveness;
    - Evaluate key forecasting and modeling for completeness and accuracy of underlying data;
    - Evaluate effectiveness of follow up activity.
  - Evaluate the timeliness of control performance and information processing;
  - Inspect processes and controls for consideration of short term, monthly, and annual modeling;
  - Inspect processes for consistency across the division.
- Evaluating Gas Supply execution
  - Understand sources of data used to execute monthly and daily purchasing;
  - Inspect tools used to track gas demand and purchasing decisions;
  - Review available data for analysis opportunities;
    - Evaluate analytical opportunities for gas tracking
    - Evaluate data to better analyze the purchasing and storage trends by division.

## PROJECT APPROACH

IA's review included the following phases:

### Project Initiation / Planning

- Project kick-off communication to all stakeholders
- Request key process information
- Conduct process walkthroughs to understand risk and controls in the processes
- Debrief risks and audit testing approach with stakeholders

### Execution of Fieldwork

- Review information requests and conduct interviews with key personnel
- Perform a combination of inquiry and inspection activities to validate interview responses

### Project Completion:

- Validate findings with stakeholders
- Develop recommendations and management action plans with stakeholders
- Develop action plans (Business owners)
- Finalize documentation and provide report to Management and Audit Committee

## RISK ASSESSMENT

Risk discussions between IA and the Company's management are performed annually. This Gas Supply Review considers the following key business risks:

- IT Infrastructure: The risk that the organization does not have an effective information technology infrastructure to support the current and future needs of the business.
- Regulatory: The risk that new regulations or changes to existing regulations can significantly impact Atmos' ability to effectively conduct business.
- Transaction Processing: The risk of improper processing of transactions leads to inaccurate financial and operational reports used for managerial decision-making.

## PROCESS STRENGTHS

During our review, we identified the following items as process strengths:

- **Forecasted Demand Modelling**: All forecasted gas demand data is developed and monitored by the forecast modeling team located in New Orleans and Dallas. The team is comprised of data modelling professionals who are responsible for delivering annual, monthly, and daily gas demand forecasts to Regional Managers to carry out purchasing activity. The Gas Supply team periodically validates their forecasting methodologies with third party data scientists and industry leading organizations to ensure they are providing data in line with industry leaders.
- **Extreme Weather Scenarios**: The 'Design Day Model' is designed to identify the demand on the expected coldest day in any 30-year period. The ability to deliver gas to Atmos' distribution system for reliable deliverability to Atmos customers on the 'Design Day' is a critical risk addressed by the Gas Supply team. On an annual basis the team's design day model is run to forecast a "1 in 30 years probability" extreme weather scenario for each region. The Gas Supply team analyzes this data to ensure they contract an appropriate quantity of pipeline capacity and delivery agreements to service customers in the event of a design day temperature. Throughout the winter season, monitoring is performed by the team using automated alerts to identify when weather forecasts reach thresholds nearing the design day temperature. In these scenarios appropriate personnel are alerted and meet to assess the situation and ensure customers in affected regions are adequately served.
- **Baseload Purchase Strategy**: Regions purchase different percentages of baseload based on factors such as local storage capacity and pipeline access. Standard baseload percentages are established by region through discussions between each regional manager and the Gas Supply team on a monthly basis depending on the region's storage and pipeline accessibility.

Atmos’ consolidated income statement reported purchased gas cost for the natural gas distribution segment at \$1.6 billion or 52% of operating revenues. Gas purchasing personnel and activities at Atmos are headquartered in New Orleans with regional offices in Dallas, TX; Jackson, MS; and Franklin, TN. All gas forecast modeling is carried out by the team in New Orleans and Dallas. The other offices are led by regional Managers responsible for executing the gas purchasing and delivery based on data provided by the forecasting team.

In 2018 the Gas Supply teams facilitated the transportation and delivery of 300,817 MMcf of gas to customers. This effort consists of coordinating approximately 36 storage providers, 38 pipelines, and over 100 gas suppliers. This effort is supported by a contracting administration process that ensures bidding, contracting, and monitoring of contracts are carried out in standardized manner. The group utilizes Laserfiche to retain executed contracts and Aligne to document contract details to appropriately support existing gas agreements. Based on these pipeline and supply contracts, Regions are able to purchase gas on a monthly and daily basis to provide gas to customers.

### FORECAST MODELING

Atmos uses statistical models to forecast gas demand on daily and monthly basis, as well as for extreme weather events. The Gas Supply group has developed a Microsoft Azure machine learning model that is used to forecast short term daily purchases as well as monthly and seasonal forecasts based on normal weather. The monthly and seasonal forecasted plans are sent to Gas Supply Managers while the daily short-term forecasts are published through Tablaeu on the Atmos Intranet for Gas Supply Managers and reps to utilize when making daily purchase decisions to deliver gas to Atmos distribution system. Additionally, a third party model through GasDay Lab is utilized to forecast short term demand for the Mid-Tex region to provide additional insight to gas demand for the area. GasDay Lab is also utilized to generate the coldest temperature (1 in 30 years’ probability) for each weather station. This extreme temperature is an input in the forecasting model to predict the Design Day demand. Gas Supply develops its capacity and supply plan based on these Design Day predictions in order to ensure appropriate pipeline capacity and supply during the winter season.

Forecast	Model	Description
Short Term	Microsoft Azure	<ul style="list-style-type: none"> <li>Daily gas demand by region for the next seven days</li> <li>Uploaded to the Atmos intranet daily and viewed by regional managers and traders</li> <li>Data not currently used by Mid-Tex region</li> </ul>
Normalized Purchase	Microsoft Azure	<ul style="list-style-type: none"> <li>Monthly gas demand by region for the next twelve months</li> <li>Developed on an annual basis and communicated to regions via Excel workbook</li> <li>Data used by regions to enter purchasing contracts and calculate monthly baseline purchases</li> </ul>
Design Day	Microsoft Azure	<ul style="list-style-type: none"> <li>Designed to identify the demand on the expected coldest day in any 30 year period.</li> <li>Developed on an annual basis and communicated to regions via excel workbook</li> <li>Data used by Gas Supply team to assess capacity contracts. Used by regions to assess supply contracts.</li> </ul>
Mid-Tex Short- Term	GasDay	<ul style="list-style-type: none"> <li>Daily gas demand in the Mid-Tex region for the next seven days</li> <li>Provided to Mid-Tex gas traders daily to make purchasing decisions</li> <li>Potential to be replaced by the Microsoft Azure short term model when Azure forecasts can meet current GasDay model performance</li> </ul>

### STORAGE UTILIZATION

Atmos utilizes gas storage in all states to supplement the supply of natural gas in periods of peak demand. In 2018 Atmos owned underground storage facilities with a total capacity of 46 million Mcf of gas across Kentucky, Kansas, Mississippi, Texas and Louisiana. Additionally, the Gas Supply teams contract for storage services in all states to supplement their proprietary storage capacity. Atmos had an additional 33 million MMBtu of total contracted



---

storage capacity throughout Colorado-Kansas, Kentucky, Louisiana, Mid-Tex, Mississippi, Tennessee, Virginia and West Texas.

The Gas Supply team works with the Regional managers to develop annual storage plans that are incorporated with monthly gas delivery. The storage strategy is to purchase and inject gas into storage facilities during the summer months and withdraw and deliver storage to customers during winter months. This helps stabilize prices for customers as this gas is purchased during the summer season at summer prices and helps supplement the higher demand of customer gas usage during the winter season.

# Observations and Recommendations

## STANDARDIZE/AUTOMATE REGIONAL TRACKING

<p><b>Observations:</b></p> <p>Regional tools utilized to make purchase decisions are not executed and maintained in a standard or automated format.</p> <p>Monthly forecasted gas demand is communicated to the regions on an annual basis through the Normal Purchase Requirement excel file. In addition daily gas demand is provided to regional planners on a daily basis through the Atmos Intranet. Each region is responsible for transferring their seven day demand forecast from the intranet to their planning excel tracker daily. The demand data is used to make decisions for the amount of gas to purchase on a monthly and daily basis. This forecasted data is additionally processed by each region using excel formulas to account for storage capacity, pipeline contracts, and baseload percentages unique to each region.</p> <p>IA reviewed the excel planning and purchasing files for each region across four months and observed differing gas demand calculations from region to region. IA observed one region with excel formulas inconsistent with their documented baseload calculation procedures.</p> <p>In addition to a standardized tracker, future consideration of a direct interface between the daily forecast output and the regional trackers would eliminate manually transferring daily forecast data from the Atmos Intranet to manual excel sheets.</p> <p>Direct interfaces and standardized tracking reduce the risks of corrupted excel formula, manual input errors, and ensure consistent reporting and monitoring of gas needs across the regions.</p> <p><b>Risks:</b></p> <ul style="list-style-type: none"> <li>• Data transfer error and incorrect excel spreadsheet calculations cause inaccurate gas purchasing.</li> <li>• Multiple variations of gas supply tracking can lead to ambiguous reporting and monitoring, and does not allow for data to be consolidated and reviewed.</li> </ul> <p><b>Recommendations:</b></p> <p>Management should consider the following:</p> <ol style="list-style-type: none"> <li>1. Management should consider standardizing key aspects of the regional templates used to track daily gas purchasing.</li> <li>2. Management should explore the possibilities of implementing a direct interface between the daily forecast outputs and the regional gas trackers.</li> </ol>	<p><b>Management Response &amp; Action Plan</b></p> <p>The Company agrees with the observation and will conduct the following:</p> <p>Each division’s daily gas purchase requirements and contracting decisions are unique due to pipeline contracts, pipeline tariff requirements, storage agreements, imbalance management tools, asset management deals and supply sources. Gas Supply Managers have continuously looked for best practices across the division to incorporate into the template for daily gas purchasing requirements. Gas Supply will review this process to determine if additional standardization can be incorporated. Additionally, Gas Supply will evaluate the feasibility of direct interfaces among systems (Azure forecasts, PGAS, and tracker) to potentially streamline and better standardize the process.</p>
	<p><b>Responsible Parties</b></p> <p>Gas Supply Managers</p>
	<p><b>Timing</b></p> <p>Further review of processes to take place the summer of 2020</p>

## Observations and Recommendations

MICROSOFT SHORT TERM FORECASTING MODEL WEIGHTING		
<p><b>Observations:</b></p> <p>The weighting of the Microsoft Azure short term models used to generate the short term forecast and normal purchase plan for the Divisions should be formally evaluated on a periodic basis based on performance thresholds.</p> <p>The Azure model uses an average of two industry standard models, however, neither include an evaluation process to alter model weighting frequently referred to as dynamic weighting.</p> <p>Dynamic weightings when combining separate models may reduce errors caused by extreme weather not captured in the population set based on recent historical data.</p> <p>Note - The Mid-Tex GasDay short term forecasting model utilizes a dynamic model adaption process. The process dynamically adjusts the weighting assigned to separate forecasting models.</p> <p><b>Risks:</b></p> <ul style="list-style-type: none"> <li>• Lack of consideration for dynamic model weighting can result in less accurate demand forecasting</li> </ul> <p><b>Recommendations:</b>            Management should consider the following:</p> <ol style="list-style-type: none"> <li>1. Evaluating the option of using a dynamic weighting when combining separate forecasting models on a periodic basis based on established performance thresholds.</li> </ol>	<b>Management Response &amp; Action Plan</b>	<p>The Company agrees with the observation and will conduct the following:</p> <p>Gas Supply Planning reviewed the dynamic weighting when combining models in March of 2019. We reviewed our analysis with Dr. Russ Robins, outside consultant, and the recommendation to average the boosted tree and neural net models was supported by Dr. Robins. The analysis and recommendation from Dr. Robins are part of Gas Supply's Policies and Procedure documentation. Gas Supply Planning will continue to evaluate dynamic weighting on an annual basis and have Dr. Robins review our analysis. The analysis will be completed in March of every year.</p>
	<b>Responsible Parties</b>	<p>Director, Gas Supply Planning and Contract Admin</p>
	<b>Timing</b>	<p>Summer 2020</p>

## Observations and Recommendations

MODEL TRAINING PROCEDURES		
<p><b>Observations:</b>            The monthly review and training process of the Microsoft Azure and Mid-Tex GasDay short term model is not captured in the gas planning policy and procedure documentation.</p> <p>The Mid-Tex region utilizes GasDay to forecast short term gas demand. Monthly, the Mid-Tex forecasting team reviews and retrains the GasDay model using the most recently available actual demand and weather data. During the review process, the model is rerun using prior month's actual weather data to compare the model's performance against the most recently available actual demand data.</p> <p>Model training is also performed for the Microsoft Azure short term forecast. This processes is consistent with GasDay model training, with the exception of a two month delay in receiving actual demand data due to collecting information from a variety of third parties across multiple regions.</p> <p>The monthly review and training process is not covered in the gas planning policy and procedure documentation.</p> <p><b>Risks:</b></p> <ul style="list-style-type: none"> <li>• Inadequate documentation may lead to ambiguous performance monitoring.</li> </ul> <p><b>Recommendations:</b>            Management should consider the following:</p> <ol style="list-style-type: none"> <li>1. Documenting the monthly review and retraining process for the Mid-Tex short term forecasting model by including the process in the gas planning policy and procedure documentation.</li> </ol>	<b>Management Response &amp; Action Plan</b>	<p>The Company agrees with the observation and will conduct the following:</p> <p>Gas Supply Planning will document the monthly review and retraining process for the MidTex Gas Day model. The Gas Supply Planning Policy and Procedure documentation will be updated.</p>
<p>The monthly review and training process is not covered in the gas planning policy and procedure documentation.</p>	<b>Responsible Parties</b>	<p>Regional Planning Analyst for MidTex Division</p>
<p>1. Documenting the monthly review and retraining process for the Mid-Tex short term forecasting model by including the process in the gas planning policy and procedure documentation.</p>	<b>Timing</b>	<p>January 2020</p>

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-10**  
**Page 1 of 1**

**REQUEST:**

Provide the administrative costs and any additional cost associated with the PBR mechanism that is incurred by Atmos on a yearly basis.

**RESPONSE:**

There are no incremental costs of operating the PBR mechanism. The cost is employee labor, which is primarily a fixed expense.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-11**  
**Page 1 of 1**

**REQUEST:**

State whether any Atmos affiliate local distribution company now operates, or has ever operated, under a gas procurement PBR mechanism. If so, provide details of the mechanism.

**RESPONSE:**

Atmos Energy operates its local distribution as divisions and not as affiliates, but the divisions in other jurisdictions do operate under gas procurement PBR mechanisms in Kansas, Mississippi, Tennessee and Louisiana, in addition to Kentucky. Please see Attachment 1 through Attachment 4 for details of the PBR in Kansas, Mississippi, Tennessee, and Louisiana, respectively.

The Mississippi Division's Performance Based Rate Mechanism was approved in the Order dated May 8, 2012, in MPSC Docket 2011-UA-385 and renewed in the attached Order dated February 7, 2017 in that same docket (see Attachment 2). In 2017, the Mississippi Division entered into a comprehensive settlement in conjunction with its annual Stable Rate filing in which the Mississippi Public Utilities Staff and Atmos Energy agreed that the existing PBR investment recovered through the PBR Mechanisms would be incorporated into the rate base of the Stable Rate Rider annual filings with any future PBR capital investments being included in Stable Rate rate base. Please see Attachment 5 for the Order dated December 5, 2017 in MPSC Docket 2005-UN-503.

**ATTACHMENTS:**

ATTACHMENT 1 - Staff\_1-11\_Att1 - KS PBR Tariff.pdf, 1 Page.

ATTACHMENT 2 - Staff\_1-11\_Att2 - MS 2011-UA-385 PBR 2012 and 2017 Orders.pdf, 11 Pages.

ATTACHMENT 3 - Staff\_1-11\_Att3 - TN PBR.pdf, 2 Pages.

ATTACHMENT 4 - Staff\_1-11\_Att4 - LA Order S-32919.pdf, 3 Pages.

ATTACHMENT 5 - Staff\_1-11\_Att5 - MS 2005-UN-503 2017 Settlement.pdf, 26 Pages.

Respondent: Brannon C. Taylor

**THE STATE CORPORATION COMMISSION OF KANSAS**

ATMOS ENERGY CORPORATION

(Name of Issuing Utility)

Schedule V - Purchased Gas  
 Adjustment (PGA)

ENTIRE SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding  
 shall modify the tariff as shown hereon.

I. REPORTING REQUIREMENTS

The Company shall submit to the Commission purchased gas cost filings at least 15 days before the filing is to be effective. The exception to this requirement is the Hedge Settlement Filing for November to March, which is required to be filed at least 1 day before the effective date. Purchased gas cost filings and cost adjustment reports shall use the format prescribed by the Commission.

J. LINE LOSS LIMITATIONS

The Company shall compute one actual line loss for the entire State of Kansas. In the event that the actual line loss (unaccounted for gas) statistic for the computation period exceeds the line loss limit of 4%, the Company will compute the purchased gas adjustment using the limit value rather than the actual operating statistic value.

K. DEMAND CHARGE SAVINGS

The Company shall identify the demand charge savings expected to be received (applicable to its Kansas jurisdiction) under any interstate or intrastate pipeline agreement entered into after the amendment to this provision has been approved by the Commission in Docket No. 19-ATMG-486-TAR, where the Company has been able to negotiate a discount of the pipeline's maximum tariff rates. The demand charge savings shall be calculated by taking the difference between the pipeline's maximum tariff rates and the discounted rate multiplied by the amount of capacity contracted for under the agreement.

1. The Demand Charge Savings will be shared between the Customers and the Company. The Customer shall receive seventy-eight percent (78%) of the savings and the Company shall receive twenty-two percent (22%) of the savings.
2. The Customers' share of the savings would be provided to them by applying the savings to the utility PGA on a monthly basis. As monthly savings are realized, the savings will be reflected in the monthly gas costs.
3. The 22% of Demand Charge Savings not passed through to the Customer through the PGA shall be retained by the Company.

SECTION 2 - PURCHASED GAS COST REFUND ADJUSTMENT PROCEDURE

A. SUPPLIER REFUND PROVISION

Supplier Refunds of Company's payments in excess of those ultimately authorized by the governing regulatory body, including interest received, shall be credited to the refund reserve accounts and refunded to the customers through the Supplier Refund Factor. The Company should make a best effort to refund the type of customer that was overcharged.

1. The Supplier Refund Factor shall be determined by dividing the appropriate refund amount by the estimated Ccf sales as shown on Sheet 1 line 6 of the PGA filing

Issued	October	15	2019
	Month	Day	Year
Effective	October	15	2019
	Month	Day	Year
By	Jared N. Geiger, VP Rates and Reg. Affairs		
	Signature	Title	

19-ATMG-486-TAR  
 Approved *CU*  
 Kansas Corporation Commission  
 October 15, 2019  
 /s/ Lynn Retz

**BEFORE THE MISSISSIPPI PUBLIC SERVICE COMMISSION**

**ATMOS ENERGY CORPORATION  
UTILITY ID NO. GC-123-0081-00**

**DOCKET NO. 2011-UA-385**

**RE: APPLICATION OF ATMOS ENERGY CORPORATION FOR APPROVAL AND AUTHORIZATION OF A PERFORMANCE BASED RATE MECHANISM RELATED TO THE PURCHASE OF ITS NATURAL GAS SUPPLY FOR ITS CUSTOMERS AND COSTS ASSOCIATED WITH RELATED SERVICES**

**ORDER**

**THIS DAY**, this cause came on for hearing and consideration by the Mississippi Public Service Commission (Commission) relative to the Application of Atmos Energy Corporation (Atmos) seeking approval of a Performance Based Rate (PBR) mechanism related to the purchase of its natural gas supply for its customers and costs associated with related services. The Commission being fully apprised in the premises and having considered the testimony, documents and the record before it, and upon the recommendation of the Mississippi Public Utilities Staff (Staff), finds as follows:

1.

Atmos is a natural gas distributing company operating as a public utility in the State of Mississippi as defined by Miss. Code Ann. §77-3-3(d)(ii).

2.

The Commission has jurisdiction of the parties and the subject matter in this proceeding.



Docket Number 2011-UA-385

3.

Atmos filed its Application in this cause on the 12<sup>th</sup> day of December, 2011. Due and proper notice of the Application was published as required by law and the Rules of this Commission.

4.

The natural gas market in the United States has dramatically changed since 2007 with the increase in dry natural gas supply due to shale gas production. This increase in gas supply has resulted in unprecedented price stability. Regional price differentials have narrowed due to the shale gas production. As a result of changing pipeline flows, long haul pipeline companies, such as, Tennessee Gas Pipeline Company, Columbia Gulf Pipeline Company, and Southern Natural Pipeline Company have responded with rate cases at the Federal Regulatory Commission seeking increases in their rates. This in turn has increased the demand and transportation costs charged to Atmos which must be passed along to its customers in its Purchased Gas Adjustment clause (PGA).

5.

These changing natural gas market conditions and increased pipeline transportation costs have created challenges for Atmos in the purchase of its natural gas supply for its customers. To meet these challenges, Atmos in its Application seeks authority to establish a PBR mechanism in Mississippi to potentially capture any non-traditional opportunities, to restructure its natural gas supply contracts, and to modify the ways in which it utilizes pipeline services which can result in substantial savings to its customers. These non-

Docket Number 2011-UA-385

traditional opportunities will require increased personnel, utilization and acquisition of alternative assets, and seizing daily sourcing of natural gas supply to obtain these potential savings for its customers.

6.

Atmos has PBR mechanisms in place in Kentucky, Tennessee, Georgia, and Kansas. These PBR mechanisms are different but all allow sharing of any savings compared to traditional baseline costs between Atmos and its customers. Atmos in its Application requests authorization and approval to establish a PBR mechanism for a five (5) year period which would include the following components:

- A. Demand charge savings (segmentation, discounts and delivered services);
- B. Capacity release value; and
- C. Pipeline bypass savings.

Further, any costs associated with the establishment of a PBR mechanism, i.e., acquisition of assets and additional personnel, would be borne by Atmos and not its customers. Any and all net savings generated as a result of a PBR mechanism will be shared on an equal basis with its customers through Atmos' PGA. Any shared savings retained by Atmos as a result of the PBR mechanism will be accounted for through the PGA process and will not be included in any determination of its Stable/Rate revenue. Attached as confidential, Exhibit "A" to this Order is a schedule prepared by Atmos and submitted to the Staff as a part of its investigation which indicates the estimated costs which will be incurred by Atmos and which lists the specific projects submitted for approval by the Commission..

Docket Number 2011-UA-385

7.

Upon approval of the PBR mechanism by the Commission, Atmos will implement the mechanism within ninety (90) days and provide monthly reports and an annual summary to the Commission and the Staff. Consistent with the Rules of this Commission and applicable Mississippi law, the monthly reports and the annual summary shall be filed confidential. Attached as confidential, Exhibit "B" to this Order is the forms which will be utilized by Atmos with regard to the monthly and annual reports required by this Order.

8.

The Staff conducted a thorough investigation of Atmos' proposed PBR mechanism Application. The Staff's investigation included data requests which Atmos responded to in accordance with the Rules of this Commission. The Staff and Atmos participated in extensive negotiations which resulted in a determination and agreement that certain components of the PBR mechanism are project based. Gas supply opportunities providing demand charge savings such as pipeline segmentation, pipeline discounts and delivered services as well as releases of pipeline capacity may be considered as part of the PBR. Atmos will present subsequent projects to the Commission for approval by filing a request for approval in this docket. The Staff and Atmos recognize that these projects may be time sensitive. Therefore, the Staff will expedite its investigation of each proposed project submitted by Atmos for approval. Any such project will be submitted to the Commission at the earliest available Open Meeting following the filing for consideration and approval, provided said project is submitted ten (10) business days in advance of the Commission's

Docket Number 2011-UA-385

Open Meeting.

9.

Atmos has provided information sufficient for consideration of this matter by the Commission. The pleadings, documentation, data and exhibits in this docket comply with all applicable requirements of Mississippi law and the Rules of this Commission. Therefore, for good cause shown, this Commission waives any other filing requirements as prescribed by the Rules of this Commission.

**IT IS THEREFORE,**

**ORDERED** that the Application of Atmos, as modified herein, filed in this cause to establish a PBR mechanism in Mississippi is well taken and is hereby approved and granted.

**ORDERED** that the Commission does hereby approve pipeline segmentation and capacity releases as a part of the Atmos PBR as specifically identified in Exhibit A.

**ORDERED** that the Commission reserves the right to terminate Atmos' use of the PBR mechanism at any time upon notification to Atmos without a hearing. In that event Atmos shall be allowed to recover any costs or losses or pass along any benefits as of the date of termination as determined by the Commission.

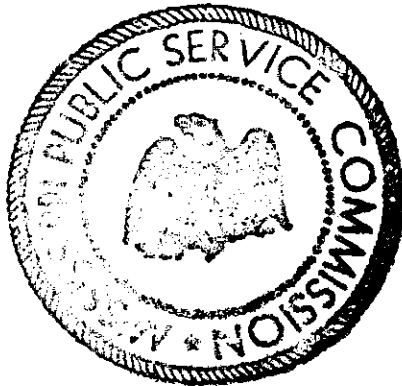
**ORDERED** that this Order shall be effective upon issuance and shall be deemed issued on the day it is served on the parties herein by the Executive Secretary of this Commission who shall note such date of service in the file of this Docket.

Docket Number 2011-UA-385

Chairman Leonard Bentz voted Aye, Vice-Chairman Lynn Posey voted Aye,  
and Commissioner Brandon Presley voted Aye.

**SO ORDERED** on this the 8<sup>th</sup> day of May, 2012.

MISSISSIPPI PUBLIC SERVICE COMMISSION



[Signature]  
LEONARD BENTZ, Chairman

[Signature]  
LYNN POSEY, Vice-Chairman

[Signature]  
BRANDON PRESLEY, Commissioner

ATTEST: A TRUE COPY

[Signature]  
BRIAN U. RAY, Executive Secretary

Effective this the 8<sup>th</sup> day of May, 2012.

**Exhibit "A"**

**Confidential**

**Exhibit "B"**

**Confidential**

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF  
THE STATE OF MISSISSIPPI**

ATMOS ENERGY CORPORATION  
GC123008100

DOCKET NO. 2011-UA-385

RE: APPLICATION OF ATMOS ENERGY CORPORATION FOR APPROVAL AND AUTHORIZATION OF A PERFORMANCE BASED RATE MECHANISM RELATED TO THE PURCHASE OF ITS NATURAL GAS SUPPLY FOR ITS CUSTOMERS AND COSTS ASSOCIATED WITH RELATED MATTERS

**ORDER**

**THIS DAY**, this cause came on for consideration in the above-referenced matter, and the Mississippi Public Service Commission (“Commission”) having considered the same, finds as follows:

1. Atmos Energy Corporation (“Atmos” or “Company”) filed on January 31, 2017, with the Commission its Application asking approval and authorization of an extension of the term of its Performance Based Rate Mechanism Related to the Purchase of its Natural Gas Supply for its Customers and Costs Associated with Related Matters (“PBR”) for one year.

2. The Mississippi Public Utilities Staff (“Staff”) reviewed and evaluated Atmos’ filing. Atmos and Staff have been advised the Commission is considering adopting a plan for rural extension of natural gas service into non-serviced rural areas of the state. One source of funds that could be used to offset some of the cost incurred in such expansion is the savings net of cost generated by the Atmos PBR.

3. Atmos and Staff have reached an Agreement to extend the PBR for twelve months through May 2018. In return Atmos, after reimbursing itself for cost and expenses, agrees to place in escrow in a deferred purchased gas regulatory account all savings earned during that twelve



months pending outcome of the Commission's decision on the allocation of savings which may supplement rural extension of natural gas service. Further, a just and reasonable carrying costs rate shall be applied to the ratepayers' designated share of this account balance after it has been determined by the Commission. This rate shall be equal to the Federal Reserve Boards' Bank Prime Loan Rate for the last day of the week as quoted in the final weekly Federal Reserve Statistical Release of each month and it shall be applied for the entire period that the ratepayers' funds are held in escrow or, otherwise, for a period to be determined by the Commission.

4. The Commission has duly considered the pleadings, documentation contained in the file, and other evidence and does hereby find that the agreement is just and reasonable, and should be approved and adopted.

**IT IS THEREFORE ORDERED THAT:**

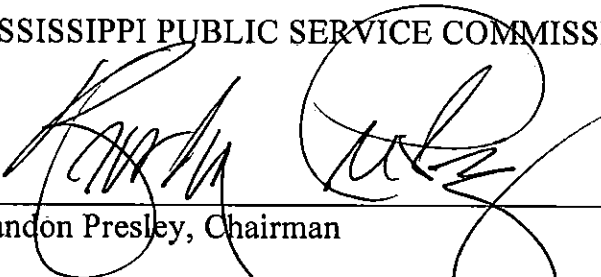
5. The Agreement entered into by the parties is just and reasonable and the same is hereby approved and adopted by this Commission.

6. This Order shall be deemed issued on the day it is served on the parties herein by the Executive Secretary of this Commission who shall note such date of service in the file of this Docket.

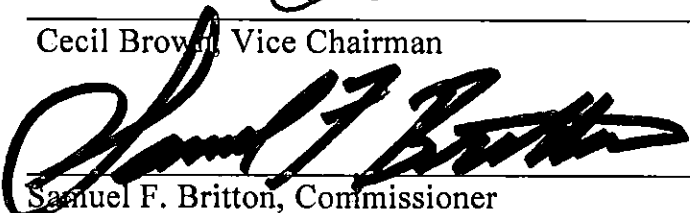
Chairman Brandon Presley voted aye; Vice Chairman Cecil Brown voted aye; and Commissioner Samuel F. Britton voted aye.

**SO ORDERED** on this the 7<sup>th</sup> day of February, 2017.

MISSISSIPPI PUBLIC SERVICE COMMISSION

  
\_\_\_\_\_  
Brandon Presley, Chairman

  
\_\_\_\_\_  
Cecil Brown, Vice Chairman

  
\_\_\_\_\_  
Samuel F. Britton, Commissioner

ATTEST: A TRUE COPY

  
\_\_\_\_\_  
KATHERINE COLLIER, Executive Secretary



Effective this the 1<sup>st</sup> day of February 2017.

## **PERFORMANCE BASED RATEMAKING MECHANISM RIDER**

### **Applicability**

The Performance-Based Ratemaking Mechanism (the PBRM) replaces the reasonableness or prudence review of the Company's gas purchasing activities overseen by the Tennessee Regulatory Authority (the Authority) in accordance with Rule 1220-4-7-.05, Audit of Prudence of Gas Purchases. This PBRM is designed to encourage the utility to optimize its gas purchasing activities consistent with efficient operations and service reliability, and will provide for sharing of benefits or costs between the Company and the Company's customers. Each plan year will begin April 1. The annual provisions and filings herein will apply to this annual period. The PBRM will continue until it is either (a) terminated at the end a plan year by not less than 90 days' notice by the Company to the Authority or (b) modified, amended or terminated by the Authority.

### **Overview of Structure**

The Performance-Based Ratemaking Mechanism consists of four parts;

- A. Gas Procurement Incentive Mechanism
- B. Capacity Management Incentive Mechanism
- C. Avoided Cost Incentive Mechanism
- D. Off System Sales Revenue Incentive Mechanism

### **Gas Procurement Incentive Mechanism**

The Gas Procurement Incentive Mechanism (the GPIM) establishes a predefined benchmark index to which the Company's commodity cost of gas is compared. It also addresses the use of financial instruments or private contracts in managing gas costs. For commodity costs, on a monthly basis, the Company will compare its commodity cost of gas to the appropriate benchmark amount. The benchmark amount will be computed by multiplying actual purchase quantities for the month, including quantities purchased for injection into storage, by the appropriate price index. For monthly baseload purchases, the price index will be the appropriate *Inside FERC Gas Market Report* first of the month price for that particular month. For incremental swing purchases, the published *Platts's Gas Daily daily mid-point price* for the business day of gas flow will be used as the index. The net incentive benefits or costs from the GPIM will be shared between the Company's customers and the Company on a 75%/25% basis.

### **Capacity Management Incentive Mechanism**

The Capacity Management Incentive Mechanism (the CMIM) is designed to encourage the Company to market off-peak unutilized transportation and storage capacity on upstream pipelines in the secondary market. It includes all credits the Company receives through its transportation invoice from the release of portions of its transportation contracts via pipelines' electronic bulletin boards/customer activity websites. Net incentive benefits or costs from capacity release will be shared between the Company's customers and the Company on a 75%/25% basis. It also addresses the sharing of asset management fees paid by asset managers, and other forms of compensation received by the Company for the release and/or utilization of the company's transportation and storage assets by third-parties. The net incentive benefits from asset management fees will be shared between the Company's customers and the Company on a 90% /10% basis.

ATMOS ENERGY CORPORATION

T.R.A. No.1  
4th Revised Sheet No. 45.2  
Cancelling 3rd Revised Sheet No. 45.2

**Avoided Cost Incentive Mechanism**

The Avoided Cost Incentive Mechanism (the ACIM) is designed to encourage the Company to explore ways to reduce upstream fixed and variable capacity costs associated with the transportation of gas commodity. Avoided cost can be accomplished through delivered service, transportation discounts obtained directly with the pipeline, indirectly through the acquisition of discounted released capacity, through variation from the Benchmark Path, or through the acquisition of seasonal capacity that avoids year round demand charges. Avoided Cost equals, on an annual basis, Total Benchmark Transportation Cost less Total Actual Transportation Cost. Total Benchmark Transportation Cost equals the total demand and variable transportation costs to purchase transportation services for the Company's peak day requirement plus reserve margin at tariff max rates using the Benchmark Path. The initial Benchmark Path is the path followed by Atmos Energy's current contracts and is set-forth in the Settlement Agreement in Docket No. 16- 00028. If Atmos Energy changes the path or capacity on any of the contracts that form the Benchmark Path, then one year from the effective date of the change the path and capacity from the new contract will become part of the Benchmark Path. During that one year period, savings will be determined by comparing the actual transportation cost of the new contract with the cost using the path for the old contract (priced at published FERC tariff max rates for the old contract's path); provided, however, that if the total capacity of the new contract exceeds that of the old contract, then the old contract's path will be used for comparison only up to the capacity of the old contract, and above that the new contract's path will be used for comparison. Following that one year period, savings on the new contract will be determined by comparing the actual transportation cost for the new contract against the cost for the new contract's path and capacity priced at published FERC tariff max rates. The capacity amounts in the Benchmark Path may be adjusted by the Company to account for any change in the Company's peak day requirement plus reserve margin, with such changes to be filed no later than 60 days after such adjustment. Resulting changes to the Benchmark Path shall become effective coincident with the effective date of the incremental transportation agreement; and the actual path and capacity of the incremental transportation agreement will become part of the Benchmark Path. Total Actual Transportation Cost equals the Company's actual annual total demand and variable transportation costs. For avoidance of doubt, whenever savings are calculated under the ACIM, the benchmark price used for comparison will always be the published FERC tariff max rate. Net savings under this mechanism shall be shared between the Company's customers and the Company on an 85%/15% basis.

**Off-system Sales Revenue Incentive Mechanism**

The Off-system Sales Revenue Incentive Mechanism (the OSIM) is designed to encourage the Company to generate revenue from off-system sales of excess natural gas commodity. Off-system sales occur after the gas requirements of Atmos' sales customers have been met and include direct sales of gas to third parties who are not subject to gas cost adjustment under the Purchased Gas Adjustment Clause in the Company's tariff. Net Margin on such off-system sales will be defined as the difference between the sales proceeds and the total variable costs incurred by the Company in connection with the transaction, including transportation and gas costs, taxes, fuel or other costs. For this calculation, in computing gas costs the Company will impute such costs for its related supply purchases at the benchmark first-of-the-month or daily index, as appropriate, on the pipeline and in the zone in which the sale takes place. Net Margin will be shared between the Company's customers and the Company on a 75%/25% basis.

Issued by: Mark A. Martin, VP Rates and Regulatory Affairs

Effective Date: April 1, 2016

**LOUISIANA PUBLIC SERVICE COMMISSION**

**ORDER NUMBER S-32919**

**ATMOS ENERGY CORPORATION, EX PARTE**

---

*Docket Number S-32919 In re: Petition Requesting the Renewal of the Asset Management Plan for the Period of April 1, 2014 through March 31, 2019 for Atmos Energy Corporations' Regulatory Divisions, Louisiana Gas Service and Trans Louisiana Gas.*

---

**(Decided at the November 13, 2013 Business and Executive Session)**

***Overview***

Atmos Energy Corporation (“Atmos”) currently operates as a natural gas local distribution company providing natural gas service to approximately 340,00 customers in forty-nine parishes in Louisiana. On July 1, 2013, Atmos filed a petition with the Louisiana Public Service Commission (“LPSC” or “Commission”) seeking to modify and renew its Asset Management Plan (“AMP”) for its regulatory divisions, Louisiana Gas Service (“LGS”) and Trans Louisiana Gas (“TransLa”). The request was published in the Commission’s July 19, 2013 Official Bulletin. No other parties intervened in the proceeding. On August 22, 2013, the Tribunal granted the Commission Staff’s motion to convert the proceeding to a staff-level proceeding.

Atmos has had an AMP in place continuously from 1999 to present.<sup>1</sup> Atmos’ current AMP, approved in 2009, will expire on March 31, 2014. Trans Louisiana Gas Pipeline, Inc. (“TLGP”), an Atmos affiliate, has provided the management and consulting services since 2001.

***Jurisdiction***

The Commission exercises jurisdiction over common carriers and public utilities in Louisiana pursuant to Article IV, Section 21(B) of the Louisiana Constitution, which states:

The commission shall regulate all common carriers and public utilities and have such other regulatory authority as provided by law. It shall adopt and enforce reasonable rules, regulations and procedures necessary for the discharge of its duties, and shall have other powers and perform other duties as provided by law.

The Commission’s General Order dated June 9, 1994 requires that gas local distribution companies flow through their PGA clauses revenue realized by the sale of pipeline and storage capacity and related revenues.

---

<sup>1</sup> See dockets U-24016, U-27789, and U-27789 Subdocket A

***Staff Consideration***

Commission Staff determined that from 1999 through 2014, Atmos ratepayers received an average annual benefit of \$2.2 million. Staff recommended that the Commission approve the Atmos 2014 AMP renewal and modification on the basis that the AMP will continue to provide savings. TLGP guaranteed a payment of \$675,000 annually for five years to Atmos and a sharing of revenues in excess of \$1,500,000. Under the 2009 AMP, TLGP had neither the ability nor any incentive to minimize demand payments made by Atmos. The proposed modification, which provides for the sharing of revenues due to the reduction of demand charges, will be beneficial to Atmos ratepayers by providing an incentive for TLGP to help Atmos reduce the demand charges associated with its capacity portfolio. It ultimately results in a decrease in the demand dollars that flow through the PGA mechanism to Atmos ratepayers. The Staff's recommendation is summarized below:

1. Renew the AMP ;
2. Amend the AMP Section 5.2 of the Natural Gas Management and Planning Agreement a Section of 5.2(e) to allow the sharing of revenues due to the reduction of demand charges between Atmos and TLGP; and
3. Approve TLGP, an affiliate of Atmos Energy and its regulatory divisions, LGS and TransLa, as the manager of the AMP.

***This space is intentionally left blank.***

***Commission Consideration***

The asset management plan renewal and modification was considered by the Commission at its November 13, 2013 Business and Executive Session. On motion of Commissioner Angelle, seconded by Commissioner Holloway, and unanimously adopted, the Commission voted to approve the Atmos 2014 AMP renewal and modification and to approve TLGP as the manager.

**IT IS THEREFORE ORDERED THAT:**

The Commission approves the Asset Management Plan, as modified, and approves TLGP as the manager. This Order shall be effective immediately.

**BY ORDER OF THE COMMISSION  
BATON ROUGE, LOUISIANA**

November 19, 2013

**/S/ ERIC F. SKRMETTA**  
DISTRICT I  
CHAIRMAN ERIC F. SKRMETTA

**/S/ CLYDE C. HOLLOWAY**  
DISTRICT IV  
VICE CHAIRMAN CLYDE C. HOLLOWAY

**/S/ FOSTER L. CAMPBELL**  
DISTRICT V  
COMMISSIONER FOSTER L. CAMPBELL

**/S/ LAMBERT C. BOISSIERE**  
DISTRICT III  
COMMISSIONER LAMBERT C. BOISSIERE, III

**S/ SCOTT A. ANGELLE**  
DISTRICT II  
COMMISSIONER SCOTT A. ANGELLE

  
**EVE KAHAO GONZALEZ**  
SECRETARY

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF  
THE STATE OF MISSISSIPPI**

**ATMOS ENERGY CORPORATION  
GC123008100**

**DOCKET NO. 2005-UN-503**

**IN RE: STABLE/RATE ANNUAL EVALUATION FOR 12 MONTHS ENDING  
JUNE 30, 2017**

**ORDER**

**THIS CAUSE** came on for consideration in the above referenced matter and by order dated December 5, 2017, by the Mississippi Public Service Commission (“Commission”). The Commission finds as follows:

1.

Atmos Energy Corporation (“Atmos Energy” or “Company”) filed with the Commission its Stable Rate Annual Evaluation for the 12 Months Ending June 30, 2017, on September 5, 2017. On November 29, 2017, Atmos Energy filed an Amended 2017 Stable Rate Annual Filing for the twelve (12) months ending June 30, 2017, which recalculated the Rate Adjustment using the currently approved depreciation rates and making corrections to its original filing as agreed to with the Mississippi Public Utilities Staff (“MPUS” or “Staff”).

2.

Atmos Energy’s November 2017 Stable Rate Filing is summarized as follows:

Adjusted Rate Base	\$379,624,321
Performance Based Benchmark Return	9.92%
Allowed Return	8.92% to 10.92%
Expected Return on Equity	8.34%
Revenue Adjustment	\$4,369,135 <sup>1</sup>

---

<sup>1</sup> This amount reflects a reduction in the requested revenue adjustment of approximately \$5.5 million compared with the September 2017 Stable Rate filing resulting from the Company’s agreement to withdraw its request for updated depreciation rates at this time.



3.

The Staff reviewed and evaluated Atmos Energy's filing and had the benefit of full discovery as prescribed by Mississippi law and the Commission's Rules of Practice and Procedure ("Rules"). Atmos Energy and MPUS met on numerous occasions and, through discussion and negotiations, have stipulated and agreed to a resolution of certain issues relative to the evaluation of Atmos Energy's filing. During MPUS's investigation of the 2017 Stable Rate Filing, Atmos Energy and MPUS engaged in discussions regarding potential modifications to Atmos Energy's tariffs to allow Atmos Energy the opportunity to establish an overall rate structure that allows it to maintain a healthy balance sheet, positive credit ratings, and a supportive regulatory environment so that the Company has access to the capital necessary to make these investments. The parties also discussed other policy considerations, including (1) streamlining Atmos Energy's annual rate mechanisms while maintaining full transparency, (2) providing Atmos Energy the opportunity to more accurately reflect its cost of business in its annual filings for consideration by the MPUS and MPSC, (3) reducing rate volatility, (4) improving planning and budgeting through more predictable rate outcomes, and (5) providing the MPUS more time to review Atmos Energy's annual filings and decreasing administrative burdens.

Pursuant to these discussions and the review and evaluation of MPUS, the parties entered into a Stipulation, which was filed with the Commission on December 1, 2017. A copy of the Stipulation is attached hereto as Exhibit "A".

4.

Atmos Energy's 2017 Stable Rate Adjustment Evaluation with the stipulated adjustments is summarized as follows:

Adjusted Rate Base	\$377,953,953
Performance Based Benchmark Return	9.92%
Allowed Return	8.92% to 10.92%
Expected Return on Equity	9.02%
Revenue Adjustment	\$0

5.

The Commission has duly considered the pleadings, documentation contained in the file, and other evidence and does hereby find that the Stipulation is just and reasonable and should be approved and adopted.

6.

The Evaluation, with the adjustments agreed upon and subject to the limitations in the Stipulation, is in full compliance with the provisions of Mississippi law and the Stable Rate tariff of Atmos Energy.

**IT IS THEREFORE ORDERED THAT:**

1. The Stipulation attached hereto as Exhibit "A" entered into by the parties is just and reasonable and the same is hereby approved and adopted by this Commission.
2. The Stable Rate Annual Filing for the 12 Months Ending June 30, 2017, as amended by and subject to the limitations stated in the Stipulation, is hereby approved.
3. It is further ordered that it is just and reasonable that Atmos Energy's rate mechanisms be modified consistent with the attached Stipulation for the policy reasons stated therein, and that Atmos Energy shall make a compliance filing within 30 days of the date of this Order modifying its tariffs to reflect those changes for approval by the Commission.

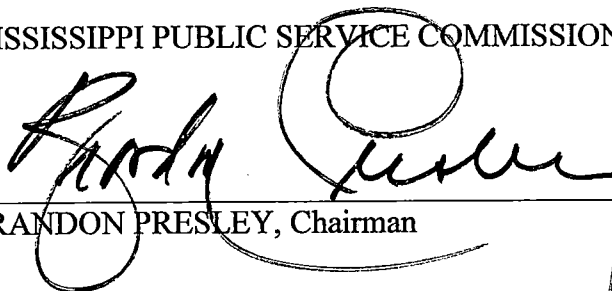
This Order shall be effective from and after the date of issuance.

Chairman Brandon Presley voted aye; Vice Chairman Cecil Brown voted aye; and Commissioner Samuel F. Britton voted aye.

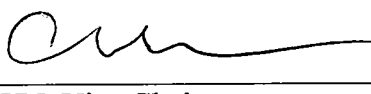
SO ORDERED on this, the 5<sup>th</sup> day of December, 2017.

MISSISSIPPI PUBLIC SERVICE COMMISSION





BRANDON PRESLEY, Chairman

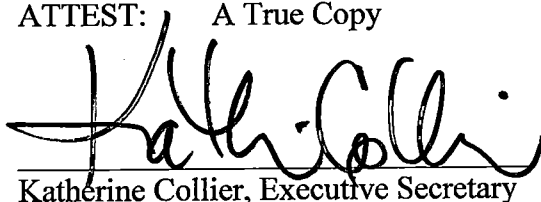


CECIL BROWN, Vice Chairman



SAMUEL F. BRITTON, Commissioner

ATTEST: A True Copy



Katherine Collier, Executive Secretary

Effective this the 5<sup>th</sup> day of December, 2017.

**FILED**

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE  
STATE OF MISSISSIPPI**

DEC 01 2017

**MISS. PUBLIC SERVICE  
COMMISSION**

**ATMOS ENERGY CORPORATION  
GC123008100**

**DOCKET NO. 2005-UN-503**

**IN RE: STABLE RATE ANNUAL EVALUATION FOR TWELVE (12) MONTHS  
ENDING JUNE 30, 2017**

**STIPULATION**

This Stipulation and Agreement is entered into between the Mississippi Public Utilities Staff ("MPUS" or "Staff") and Atmos Energy Corporation ("Atmos Energy") pursuant to Rule 13 of the Mississippi Public Service Commission's ("MPSC" or the "Commission") Rules of Practice and Procedure ("Rules").

**PROCEDURAL HISTORY**

1. On March 20, 2017, in Docket No. 2017-UN-041, Atmos Energy filed its Notice of Filing of Depreciation Rate Studies ("2017 Depreciation Study"). On September 5, 2017, Atmos Energy filed its Stable/Rate Annual Evaluation for the twelve (12) months ending June 30, 2017 ("September 2017 Stable Rate Filing"), which included in its calculation the depreciation rates contained in the 2017 Depreciation Study.
2. On November 29, 2017, Atmos Energy filed an Amended 2017 Stable Rate Filing, which recalculated the Rate Adjustment using the currently approved depreciation rates and making corrections to its original filing ("Amended 2017 Stable Rate Filing").
3. On March 1, 2017, Atmos Energy made its second annual filing pursuant to the System Integrity Rider ("SIR") ("March 2017 SIR Filing"). On September 5, 2017, Atmos Energy filed its SIR Compliance Tariff Filing and supporting schedules updated to reflect the inputs being



filed contemporaneously in its September 2017 Stable Rate Filing and also filed its annual Supplemental Growth Rider (“SGR”). On November 29, 2017, Atmos Energy filed an Amended System Integrity Filing (“Amended 2017 SIR Filing”) and an Amended Supplemental Growth Rider filing (“Amended 2017 SGR Filing”) using the currently approved depreciation rates.

4. Atmos Energy’s November 2017 Stable Rate Filing is summarized as follows:

Adjusted Rate Base	\$379,624,321
Performance Based Benchmark Return	9.92%
Allowed Return	8.92% to 10.92%
Expected Return on Equity	8.34%
Revenue Adjustment	\$4,369,135 <sup>1</sup>

**ADDITIONAL BACKGROUND**

5. Atmos Energy is in a time of accelerating capital investment necessary to meet regulatory requirements and to continue to provide reliable, safe service to its customers. The Company projects that in order to meet these requirements, its capital expenditures will increase by nearly 50% between 2018 and 2022, as demonstrated in the following table:

Fiscal Year	2018	2019	2020	2021	2022
<b>Rate Mechanism</b>					
System Integrity Program	\$52,601.640	\$59.642.000	\$66.265.000	\$73.555.000	\$81.645.000
Supplemental Growth Rider	\$10.300.000	\$5.000.000	\$5.000.000	\$5.000.000	\$5.000.000
Stable Rate Filing	\$30.483.566	\$33.292.000	\$38.482.000	\$44.362.000	\$51.022.000
<b>Total Capital</b>	<b>\$93.385.206</b>	<b>\$97.934.000</b>	<b>\$109,747.000</b>	<b>\$122,917.000</b>	<b>\$137.667.000</b>

6. To prepare for this period of accelerating investment, Atmos Energy believes that it is crucial for the Company to establish an overall rate structure that allows it to maintain a healthy balance sheet, positive credit ratings, and a supportive regulatory environment so that the Company has access to the capital necessary to make these investments. In light of the accelerating capital

---

<sup>1</sup> This amount reflects a reduction in the requested revenue adjustment of approximately \$5.5 million compared with the September 2017 Stable Rate filing resulting from the Company’s agreement to withdraw its request for updated depreciation rates at this time.

investments noted above, the MPUS believes that it is in the public interest to maintain the Company's weighted average cost of capital at the lowest level possible consistent with supporting the credit ratings needed to fund these investments over this time period as determined by the Commission. During MPUS's investigation of the 2017 Stable Rate Filing, Atmos Energy and MPUS engaged in discussions regarding potential modifications to Atmos Energy's tariffs to allow Atmos Energy the opportunity to achieve these goals. The parties also discussed other policy considerations, including (1) streamlining Atmos Energy's annual rate mechanisms while maintaining full transparency, (2) providing Atmos Energy the opportunity to more accurately reflect its cost of business in its annual filings for consideration by the MPUS and MPSC, (3) reducing rate volatility, (4) improving planning and budgeting through more predictable rate outcomes, and (5) providing the MPUS more time to review Atmos Energy's annual filings and decreasing administrative burdens.

7. The MPUS has completed its review of the Evaluation of the September and November 2017 Stable Rate Filings. The MPUS has had the benefit of full discovery as prescribed by Mississippi law and the Rules. This stipulation is entered into as a result of the pleadings and other evidence filed by Atmos Energy in this docket, and is supported by the discussions and information exchanged between MPUS and Atmos Energy and the independent research and investigation conducted by MPUS.

8. Atmos Energy and MPUS have met and, through discovery, discussion and negotiation, have resolved certain issues and the parties do hereby stipulate and agree as follows:

- a) Atmos Energy's adjusted rate base without SIR shall be modified from \$379,624,321 to \$377,953,953 to reflect the capitalized portion of certain Staff adjustments.

- b) Atmos Energy's performance-based benchmark return on equity is 9.92%. The allowed rate of return range is 8.92% to 10.92%. Atmos Energy's expected return on equity is 9.02%, resulting in no revenue requirement increase.
  - c) Atmos Energy's adjusted operation and maintenance expenses as amended are reduced by \$1,903,491 to \$41,083,912. The O&M expense adjustment includes the removal of a portion of incentive compensation in the amount of \$1,265,024; non-recurring separation agreements of \$123,692; \$112,620 for expenses such as lobbying, memberships, dues, registrations, and awards; \$400 for contributions and donations; \$97,769 for business meals and entertainment expenses and \$303,986 for other direct and allocated expenses adjusted by the Staff.
  - d) Atmos Energy's amortization of debt expense as amended is decreased by \$1,275.
  - e) Atmos Energy's interest on long-term debt as filed is decreased by \$40,695.
  - f) Atmos Energy's income available for equity as filed is increased by \$1,285,816.
9. Atmos Energy's 2017 Stable Rate Adjustment Evaluation with the adjustments stated above and agreed to by the Company and Staff, attached as Exhibit A, is summarized as follows:

Adjusted Rate Base	\$377,953,953
Performance Based Benchmark Return	9.92%
Allowed Return	8.92% to 10.92%
Expected Return on Equity	9.02%
Revenue Adjustment	\$0

## OTHER PROVISIONS

Based on the policy considerations described in Paragraph 6 above, the MPUS and Atmos Energy agree that it is consistent with the public interest to modify on a prospective basis<sup>2</sup> the provisions of Atmos Energy's tariffs as follows:

10. In order to reduce rate volatility, the MPUS and Atmos Energy have agreed that the Stable/Rate Adjustment Rider ("Stable Rate Rider") should be modified to re-define the Allowed Return in Paragraph (9) on p. 2 of 27 of the tariff as a range of 50 basis points above and 50 basis points below the Performance Based Benchmark Return ("PBBR") and Paragraph (6) on p. 1 of the Stable Rate Rider should be changed to reflect the same modification. The parties have also agreed that Paragraph (7) on p. 1 of the Stable Rate Rider should be modified to remove the provisions to add or subtract 25 basis points to the Expected Return after adjusting it to the PBBR.

11. The MPUS and Atmos Energy have agreed, in conjunction with the other terms herein, that it is consistent with the public interest to allow Atmos to submit its 2018 annual filings under the SIR and the Stable Rate Rider calculating the rate adjustments based upon Atmos Energy's actual capital structure without adjusting equity capital to the cap of 52.5% ordered in Docket 2015-UN-049. Instead, the Company will base its calculations on the actual long-term debt and equity percentages equal to the ratio of Mississippi consolidated capital amounts. Atmos Energy agrees to submit with its annual filings substantial evidence to support the reasonableness of setting rates based upon its actual capital structure. In its annual review of these filings, the MPUS will evaluate Atmos Energy's proposal and will have the opportunity to request additional information from Atmos Energy regarding this issue. The MPUS will also have the opportunity

---

<sup>2</sup> It is expressly agreed by the parties that the tariff modifications described below will not be applied to the 2017 filings of Atmos Energy, and the tariffs will not be modified until Atmos Energy makes a subsequent compliance filing requesting MPSC approval of the changes agreed upon by the parties herein.



to engage a consultant at the Company's expense to review Atmos Energy's submittal and prepare an independent evaluation of the whether the Company's actual capital structure is prudent, economical, and fair for the purpose of setting rates as opposed to using the 52.5% cap on equity approved in Docket 2015-UN-049. Should the MPUS contest the use of the actual capital structure based on information received from Atmos Energy and its own investigation and independent consultant's report, it may recommend use of the equity cap reflected in Docket 2015-UN-049 or an alternate capital structure, and the matter will be decided by the MPSC. Accordingly, Atmos Energy's compliance filing pursuant to Paragraph 17 will include proposed modifications to the affected tariffs to reflect the provisions of this paragraph.

12. Atmos Energy agrees to withdraw the request for new depreciation rates requested in Docket No. 2017-UN-041 and will continue to use the currently approved depreciation rates in rate filings until such time as a new depreciation study is submitted and approved by the MPSC.

13. The MPUS and Atmos Energy have agreed that, beginning November 1, 2018, the existing rate base currently used to calculate the rate adjustments under the Supplemental Growth Rider ("SGR") (2013-UN-023) will be incorporated into the rate base of the annual Stable Rate filing. Accordingly, the revenue requirement of this investment and future SGR investments will be subject to the provisions of the Stable Rate Rider and will no longer be subject to the 12% Return on Equity currently reflected in SGR. Atmos Energy will continue the annual \$5 million SGR spending with direction and approval of the MPSC.

14. The MPUS and Atmos Energy have agreed that upon the current Stable Rate filing being approved, the existing Performance Based Rate ("PBR") investment recovered through the Performance-Based Ratemaking ("PBR") Mechanism (2011-UA-385) will be incorporated into the rate base of the Stable Rate Rider annual filings with any future PBR capital investments being

included in Stable Rate rate base. All of the PBR annual net benefits and costs<sup>3</sup> as well as the PBR amounts currently held in escrow will flow through the Purchased Gas Adjustment (“PGA”). Also, all of the Asset Management Plan (“AMP”) (2006-UA-283) annual net benefits as well as the AMP amounts currently held in escrow will flow through the PGA. Atmos will issue an AMP RFP in January 2018.

15. With regard to the proposed Infrastructure Expansion Initiative (2017-UA-115), Atmos Energy expects to spend up to \$5 million annually on Infrastructure Expansion upon approval by the MPSC. All investments will be included as part of the annual Stable/Rate filing but will be tracked and reported on an annual basis to the MPSC and the MPUS.

16. The MPUS and Atmos Energy have agreed that the Company will make its annual filings under the Stable/Rate Rider and the SIR Compliance filing on July 1 of each year with a historic period ending March 31 and a forecast period of November to October, with a true-up timing of the two years prior forecast period. Atmos Energy will continue to make the SIR annual filing on March 1 each year. The parties have further agreed that rates should be implemented on November 1.

17. The SIR contains a provision that, beginning in 2017, Atmos Energy shall submit a true-up filing by November 15 of each year detailing the actual costs incurred for completed projects and the actual revenue requirement for the rate period. The MPUS and Atmos Energy have agreed that Atmos Energy shall make that filing on or about March 1, 2018, for review by the MPUS.

---

<sup>3</sup> Currently PBR costs consist of salaries, benefits, and storage demand costs for the Caledonia and Monroe storage fields. In the future, there may be additional costs added to continue generating PBR savings. Such costs, if not previously authorized, will be approved by the Commission before being included in the PGA for recovery.

18. The MPUS and Atmos Energy have agreed that Atmos Energy shall make a compliance filing for approval by the Commission with the modifications to all affected tariffs to incorporate the provisions and agreements stipulated herein within 30 days of approval of this Stipulation by the MPSC.

19. The MPUS and Atmos Energy understand and expressly agree that except as previously stated, the stipulations made herein are for the purpose of this proceeding only and shall not apply to or be used as precedent in any other proceeding.

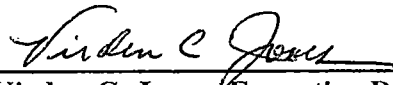
20. Unless specifically agreed to herein, neither MPUS nor Atmos Energy shall be deemed to have approved or acquiesced in any accounting principle, cost of capital methodology, capital structure, rate making principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology or cost allocation that may underlie this Agreement for which provision is made in this Agreement.

21. It is agreed that this stipulation is expressly conditional upon acceptance by the Commission of all of its provisions. It is also specifically understood and agreed that this stipulation is interdependent and non-separable and that if the Commission does not accept this stipulation in its entirety, neither MPUS nor Atmos Energy will be thereafter bound by any of its provisions.

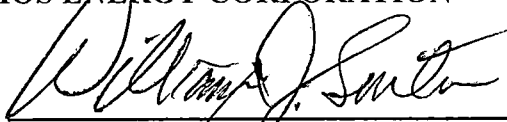
22. All provisions of this Stipulation have been agreed upon by and between MPUS and Atmos Energy consistent with the requirements of Atmos Energy's tariff on file with the Commission.

So stipulated, this the 1<sup>st</sup> day of December, 2017.

**MISSISSIPPI PUBLIC UTILITIES STAFF**

BY:   
Virden C. Jones, Executive Director

**ATMOS ENERGY CORPORATION**

BY:   
William Senter, Vice-President Rates and  
Regulatory Affairs

**Atmos Energy Corporation - Mississippi Division  
DETERMINATION OF RATEBASE**

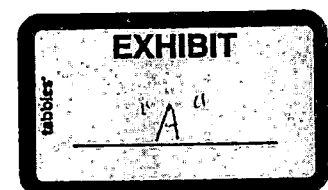
(1)	(2)	(3)	(4)	(5)
LINE #	RATE BASE	PER BOOK EVALUATION 06/30/17	BEGINNING RATE PERIOD 11/01/17	ENDING RATE PERIOD 10/31/18
1	PLANT-IN-SERVICE +	579,663,942	579,894,197	590,512,973
2	GAS PLANT HELD FOR FUTURE USE	0	0	0
3	GAS PLANT ACQUISITION ADJ.	513,015	513,015	513,015
4	NON-CURRENT GAS STORED	6,955,671	6,955,671	6,955,671
5	CONST. WORK-IN-PROGRESS +	4,506,410	4,506,410	4,506,410
6	LESS: ACCUM DEPRECIATION +	143,256,657	142,688,099	137,182,700
7	NET PLANT	448,382,382	449,181,195	465,305,371
	PLUS:			
8	WORKING CAPITAL	7,386,986	7,386,986	7,386,986
8A	WATER HEATER PROGRAM FINANCING	0	0	0
9	INVENTORY: MATERIAL & SUPPLIES	78,117	78,117	78,117
10	INVENTORY: GAS STORED UNDERGROUND	8,260,450	8,260,450	8,260,450
11	TOTAL INVENTORY	8,338,567	8,338,567	8,338,567
12	PREPAYMENTS +	2,104,104	2,104,104	2,104,104
	LESS:			
13	DEFERRED INCOME TAX +	73,416,026	70,087,733	84,495,418
14	CUSTOMER ADVANCES FOR CONST.	122,680	122,680	122,680
15	BAD DEBT RESERVE	375,000	375,000	375,000
15A	INJURY AND DAMAGE RESERVE	857,092	857,092	857,092
15B	VACATION ACCRUALS +	427,222	427,222	427,222
15C	R & D SURCHARGE	311,936	311,936	311,936
16	UNFUNDED POST-RETIREMENT BENEFITS +	20,010,801	20,010,801	20,010,801
17	UNFUNDED PENSION LIABILITY -FASB 87 +	1,611,296	1,611,296	1,611,296
18	RATE BASE	369,079,988	373,207,094	374,923,584
19	AVERAGE RATE BASE FOR PERIOD			374,065,339
20	ADJUSTMENT FOR PRIOR ESTIMATION ERROR			3,888,614
21	ADJUSTED RATE BASE			<u>377,953,953</u>
22	SIR RATE BASE			70,140,557
23	RATE BASE WITH SIR			<u><u>448,094,509</u></u>

\*\* See Page 2 of this Appendix.

\*\*\* This value is an average if the past 12 months. "+" Includes a Shared Services allocation.

\*\*\*\* Excludes amounts arising from Yazoo Investments merger.

\*\*\*\*\* Deferred Income Taxes will include only those taxes which are associated with an item actually included in rate base. The deferred income taxes will be calculated in a manner consistent with the tax accounting methods, elections and positions utilized by the Company in preparing its income tax filings. Deferred income taxes reflected in rate base will be sufficient so as to prevent the Company from violating the normalization provisions of the Internal Revenue Code.



**Atmos Energy Corporation - Mississippi Division**

**DETERMINATION OF WORKING CAPITAL**  
*12 Months Ended June 2017*

LINE #	(1) WORKING CAPITAL	(2) TEST PERIOD	(3) ADJUSTMENTS	(4) ADJUSTED TEST PERIOD
A.	OPERATING & MAINTENANCE EXPENSE	44,584,927	(3,501,015)	41,083,912
B.	RENT OF DIST. PROPERTY	82,205	0	82,205
C.	GENERAL TAXES	18,565,293	(635,523)	17,929,770
D.	MISC. INCOME DEDUCTIONS	0	0	0
E.	TOTAL OPERATING EXP.	<u>63,232,424</u>	<u>(4,136,538)</u>	<u>59,095,886</u>
F.	NON-RECOVERABLE LOBBYING EXP.	0	0	0
G.	ALLOWABLE O. & M.	<u>63,232,424</u>	<u>(4,136,538)</u>	<u>59,095,886</u>
	TIMES 1/8 ALLOWANCE	12.50%	12.50%	12.50%
H.	ALLOWED WORKING CAPITAL	<u>7,904,053</u>	<u>(517,067)</u>	<u>7,386,986</u>

Note:

(A) Adjustments only for "known and measurable changes" as defined in the definitions section.

**Atmos Energy Corporation - Mississippi Division  
Adjustment to Rate Base Calculation**

For Prior Estimation Error for Period Ended Twelve Months Prior  
to Beginning of Rate Period Current Evaluation

(1) LINE #	(2) ITEMS	(3) ACTUAL BEGINNING RATE BASE 10/31/2015	(4) ACTUAL ENDING RATE BASE 10/31/2016
1.	PLANT-IN-SERVICE + incentive comp disallowances SGR exclusions	545,297,494 (1,194,475) (7,417,595)	591,159,733 (1,326,199) (12,352,140)
2.	LESS: ACCUM DEPRECIATION + SGR exclusions	150,947,988 (161,811)	141,475,128 (365,572)
	NET PLANT	----- 385,899,246	----- 436,371,838
3.	LESS: DEFERRED INCOME TAX + SGR exclusions	55,661,298 (426,983)	63,393,884 (688,875)
4.		----- 330,664,931	----- 373,666,829
5.	ACTUAL AVERAGE PLANT LESS ACCUM DEPREC & LESS DEFERRED INCOME TAX		----- <u>\$ 352,165,880</u>
6.	AVG PLANT, A/D & DEF INC TAX PROJECTED IN THE STABLE/RATE EVALUATION MADE TWO FILINGS PRIOR TO THE CURRENT FILING		348,277,266
7.	RATE BASE ADJUSTMENT TO CURRENT EVALUATION		<u>3,888,614</u>

## Atmos Energy Corporation - Mississippi Division

### Determination Of Expected Return

(1) Line	(2) EXPECTED EQUITY RETURN ON RATE BASE	(3) TEST YEAR	(4) ADJUSTMENTS	(5) ADJUSTED TEST YEAR	(6) ADJUSTED TY W/O SIR
1.	OPERATING REVENUE	215,737,347	(5,681,537)	210,055,811	210,055,811
2.	LESS: GAS PURCHASED FOR RESALE	97,946,566	0	97,946,566	97,946,566
3.	MARGIN	117,790,781	(5,681,537)	112,109,244	112,109,244
4.	LESS: OPERATING & MAINTENANCE EXPENSE	44,584,927	(3,501,015)	41,083,912	41,083,912
5.	RENT OF DIST. PROPERTY	82,205	0	82,205	82,205
6.	GENERAL TAXES	18,565,293	(635,523)	17,929,770	17,929,770
7.	MISC. INCOME DEDUCTIONS	0	0	0	0
8.	DEPRECIATION	16,220,343	4,780	16,225,122	16,225,122
9.	AMORT. OF GAS INVESTMENT	0	0	0	0
10.	AMORT. OF DEBT EXPENSE	281,151	0	281,151	281,151
11.	ALLOW. FOR FUNDS USED DURING CONST	(107,710)	0	(107,710)	(107,710)
11A	AMORT INVESTMENT TAX CREDIT	0	0	0	0
12.	TOTAL OPER. REV. DEDUCTIONS	79,626,208	(4,131,759)	75,494,449	75,494,449
13.	NET OPERATING INCOME	38,164,573		36,614,795	36,614,795
14.	INTEREST ON LONG TERM DEBT			8,970,926	8,970,926
15.	INTEREST ON CUSTOMER DEP.			84,203	84,203
16.	TOTAL DEBT EXPENSE			9,055,129	9,055,129
17.	FUNDS AVAIL. FOR INC. TAX AND EQUITY			27,559,666	27,559,666
18.	LESS INCOME TAXES:			9,654,609	9,654,609
18A.	PROJECTED AFTER-TAX RETURN ON EQUITY FROM SIR			3,651,798	N/A
19.	ADJ. INCOME AVAILABLE FOR EQUITY			21,556,855	17,905,057
20.	RETURN ON EQUITY RATEBASE			9.16%	9.02%

Note:

(A) Adjustments only for "known and measurable changes" as defined in the definitions section.



**Atmos Energy Corporation - Mississippi Division**

**DETAIL OF KNOWN AND MEASURABLE CHANGES:**

Line			
A.	<u>ANNUALIZED PRIOR ADJUSTMENT</u>		
	ADJUSTABLE ANNUAL REVENUE		
1.	FROM THE TEST PERIOD		52,549,019
2.	MOST RECENT AUTHORIZED STABLE RATE FACTOR MINUS 1		0.89049
3.	ANNUALIZED STABLE RATE REVENUE FROM MOST RECENT EVALUATION		46,794,601
	<b>LESS:</b>		
4.	ACTUAL STABLE RATE REV COLLECTED IN THE TEST PERIOD		<u>45,760,276</u>
5.	ADJ. TO ANNUALIZE REVENUE FROM MOST RECENT STABLE RATE FACTOR		1,034,326
	<b>LESS:</b>		
6.	MUNICIPAL FRANCHISE TAX	1.75%	18,101
7.	<b><i>ANNUALIZED PRIOR ADJUSTMENT</i></b>		<u><u>\$ 1,016,225</u></u>
B.	OTHER KNOWN AND MEASURABLE CHANGES		

APPENDIX "A"

Page 6

CALCULATION OF EXPECTED RETURN

Atmos Energy Corporation - Mississippi Division

COST OF CAPITAL  
DETERMINATION

LINE #	TYPE OF CAPITAL	PERCENTAGE OF CAPITAL	CAPITAL ALLOCATED RATE BASE	ACTUAL INTEREST RATE & EQUITY RET.	DEBT* & EQUITY COST
<u>LONG TERM DEBT</u>					
1.	TOTAL LONG TERM DEBT	46.276%	174,901,570	5.13%	8,970,926
<u>OTHER DEBT</u>					
2.	CUSTOMER DEPOSITS	1.224%	4,626,557	1.82%	84,203
3.	TOTAL DEBT	<u>47.500%</u>	<u>179,528,127</u>		
<u>EQUITY</u>					
4.	COMMON EQUITY **, ***	<u>52.500%</u>	<u>198,425,825</u>	9.92%	19,677,926
5.	TOTAL EQUITY	52.500%	198,425,825		
6.	TOTAL CAPITALIZATION	<u>100.000%</u>	<u>377,953,952</u>		

Long term debt is accounts 181, 189, and 221 through 226 (sub-accounts related to zero interest notes if applicable).  
Customer deposits is account 235.  
Common equity is accounts 201 through 217, (excludes Yazoo Investment merger adjustment).  
Percent of Capital balances are determined as of the end of the Test Period.

The Customer Deposit percentage of capital shall be equal to the ratio of Mississippi Customer Deposits to Rate Base. The Long Term Debt and Equity percentages shall be based on the Company's consolidated capital amounts.

\*Derived by actual interest rate and equity return times allocated rate base.  
\*\*Excludes amounts arising from Yazoo Investment merger.  
\*\*\*Common equity capped at no more than 52.5% as per docket 2015-UN-049.

**Atmos Energy Corporation - Mississippi Division**  
**Schedule of Test Period Known & Measurable Adjustments**

Line	Section	Description	KNOWN AND MEASURABLE CHANGES	TOTAL ADJUSTMENTS	EXPLANATION OF ADJUSTMENTS
1					
2	1.	<b>OPERATING REVENUE</b>			
3		A> Annualized Prior Adjustments	1,016,225	\$ 1,016,225	Annualized Prior Adjustment - Appendix A p 6.
4		B> Margin adjustment - SGR	(2,454,541)	(2,454,541)	remove revenue derived from the SGR for year ended June 2017
5		C> Margin adjustment - SIR	(2,441,443)	(2,441,443)	remove revenue derived from the SIR for year ended June 2017
6		D> Margin adjustment - Energy Efficiency Rider	(1,801,777)	(1,801,777)	remove revenue derived from the Energy Efficiency Rider a/o 6/2017
7		E> Large Customer Activity Net Gain or Loss	0	0	reflect revenue impact of large company changes
8					
9		TOTAL ADJUSTMENTS TO REVENUE	<u>0</u>	<u>(5,681,537)</u>	<u>(5,681,537)</u>
10					
11	2.	<b>LESS: GAS PURCHASED FOR RESALE</b>			
12		A>		0	
13		TOTAL ADJ. TO GAS PURCHASES	<u>0</u>	<u>0</u>	<u>0</u>
14					
15	3.	(left blank as a placeholder)			
16					
17	4.	<b>ADJ to OPERATING &amp; MAINTENANCE EXPENSE</b>			
18		A> Spousal travel / gifts / club dues	(12,327)	(12,327)	Subaccts 05412 Dependent Travel & 05416 Nondeductible Dues
19		B> Expense Adjustment	(150,000)	(150,000)	Miscellaneous Expense Adjustment pending additional review
20		C> Non-recoverable Advertising	(105,205)	(105,205)	Appendix D - - Advertising
21		D> Adj Bad Debt exp to reflect actual write offs	(109,379)	(109,379)	a/c 904 Bad Debt Exp timing diff
22		E> Energy Efficiency Rider expense	(1,220,613)	(1,220,613)	remove expense related to the Energy Efficiency Rider
23		F> Incentive Compensation expense disallowances	(1,265,024)	(1,265,024)	see Issues List
24		G> MS O&M disallowance in excess of item B above	(358,491)	(358,491)	see Issues List
25		H> Shared Services O&M disallowance	(151,041)	(151,041)	see Issues List
26		I> Non-recurring separation agreements	(123,692)	(123,692)	see Issues List
27		J> ADJ 7 Bonus & Service Award Payroll Expense	(5,244)	(5,244)	see Issues List
28				0	
29		TOTAL ADJUSTMENTS TO O&M EXPENSE	<u>0</u>	<u>(3,501,015)</u>	<u>(3,501,015)</u>
30					
31	5.	<b>RENT OF DIST. PROPERTY</b>			
32		A>		0	
33		TOTAL ADJ. TO RENT OF DIST PROP	<u>0</u>	<u>0</u>	<u>0</u>
1	6.	<b>GENERAL TAXES</b>			
2		A> State Regulatory Tax - Adjust Accrual for test yr rev.	(117,122)	(117,122)	
3		B> Reduce franchise tax for change margin adj	(99,427)	(99,427)	
4		C> Adjust to Projected Property Taxes	151,236	151,236	
5		D> Adjust for SGR property taxes from the test year	(273,471)	(273,471)	remove amounts related to SGR year ended June
6		E> Adjust for SIR property taxes from the test year	(296,739)	(296,739)	remove amounts related to SIR year ended June
7			0	0	
8		TOTAL ADJUSTMENTS TO GENERAL TAXES	<u>0</u>	<u>(635,523)</u>	<u>(635,523)</u>
9					

**Atmos Energy Corporation - Mississippi Division**  
**Schedule of Test Period Known & Measurable Adjustments**

Line	Section	Description	KNOWN AND MEASURABLE CHANGES	TOTAL ADJUSTMENTS	EXPLANATION OF ADJUSTMENTS
10	7.	MISC. INCOME DEDUCTIONS			
11		A>		0	
12		TOTAL ADJUSTMENTS MISC. INC. DEDUCTIONS	0	0	
13					
14	8.	DEPRECIATION			
15		A> <i>Adjustment for chg in depreciable property</i>	527,500	527,500	adjust from June per books to projected amounts
16		B> <i>Adjust for SGR for the test year</i>	(303,100)	(303,100)	remove amounts related to SGR from June
17		C> <i>Adjust for SIR for the test year</i>	(219,620)	(219,620)	remove amounts related to SIR from June
18		TOTAL ADJUSTMENTS TO DEPRECIATION	0	4,780	
19					
20	9.	AMORTIZATION OF GAS INVESTMENT			
21		A>		0	
22		TOTAL ADJUST. TO AMORT. GAS INVESTM	0	0	
23					
24	10.	AMORT. OF DEBT EXPENSE			
25		A>		0	
26		TOTAL ADJUST. TO AMORT OF DEBT EXP.	0	0	
27					
28	11.	ALLOW. FOR FUNDS USED DURING CONST.			
29		A>		0	
30		B>		0	
31		TOTAL ADJUST. TO AFUDC	0	0	
32					
33	12.	AMORT. OF INVESTMENT TAX CREDIT			
34		A>		0	
35		TOTAL ADJUST. TO ITC	0	0	

APPENDIX "A"  
Page 6 part B  
Schedule of Known and Measurable Changes

## Atmos Energy Corporation - Mississippi Division

### September SRF - 2017

LINE #

#### REVENUE ADJUSTMENT TEST (INCLUDING SIR)

A.	EXPECTED RETURN ON EQUITY (AFTER ADJ.)	9.16%
B.	PERFORMANCE BASED BENCHMARK RETURN	9.92%
C.	DIFFERENCE PBBR/ER	-0.76%
D.	ALLOWED DIFFERENCE PBBR/ER	0.00%
E.	REVENUE ADJUSTMENT INDICATED *	

\* IF A REVENUE ADJUSTMENT IS INDICATED, PROCEED TO THE DETERMINATION OF REVENUE ADJUSTMENT.

APPENDIX "C"

Page 1

CALCULATION OF REVENUE ADJUSTMENT

**Atmos Energy Corporation - Mississippi Division**

**September SRF - 2017**

LINE #

**Determination of Revenue Adjustment**

F.	EXPECTED RETURN ON EQUITY (AFTER ADJ.)	9.02%	
G.	PERFORMANCE BASED BENCHMARK RETURN	9.92%	
H.	DIFFERENCE PBBR/ER	-0.90%	
I.	ALLOWED DIFFERENCE PBBR/ER	0.00%	
J.	ALLOWED ADJUSTMENT TO RATES		0.00%
K.	RATE BASE--EQUITY PORTION		198,425,825
L.	CHANGE IN EQUITY REV. FOR REQUIRED RETURN		0
M.	TAX EXPANSION		0
N.	TOTAL REVENUE CHANGE REQUIRED		0

---

**FOUR PERCENT TEST**

O.	ACTUAL GROSS REVENUE FROM TEST PERIOD	215,737,347
P.	FOUR PERCENT OF GROSS REVENUE	8,629,494
Q.	NET ADJUSTMENT ALLOWED WITHOUT HEARING	0

APPENDIX "C"

Page 2

CALCULATION OF REVENUE ADJUSTMENT

## Atmos Energy Corporation - Mississippi Division

### TAX EXPANSION FACTOR

Line #			
1	GROSS REQUIREMENT		1.0000
2	MUNICIPAL FRANCHISE TAX RATE		<u>0.0175</u>
3	Ln 1 - 2		0.9825
4			
5	STATE INCOME TAX (5% X Ln 3)	5.0%	0.049
6	Ln 3 - 5		0.9334
7			
8	FEDERAL INCOME TAX (35% X Ln 6)	35.00%	<u>0.3267</u>
9	Ln 6 - 8		0.6067
10			
11	Expansion Factor		<u><u>0.6067</u></u>

NOTE: Tax Rates Subject To Change.  
Effective Municipal Franchise Tax Rate Recalculated Each Evaluation.

APPENDIX "C"  
Page 3  
CALCULATION OF REVENUE ADJUSTMENT

## Atmos Energy Corporation - Mississippi Division

### DETERMINATION OF FACTOR APPLIED TO RATES TO ACHIEVE REQUIRED REVENUE CHANGE

CALCULATION OF TEST PERIOD REVENUE				
Line #	Revenue Month	(1) <u>ACTUAL COLLECTION</u>	(2) <u>EFFECTIVE RATE</u>	(3) <u>ADJUSTABLE REVENUE</u>
1.	07/2016	2,145,547	0.84098	2,551,250
2.	08/2016	2,116,979	0.84098	2,517,281
3.	09/2016	2,242,935	0.84098	2,667,053
4.	10/2016	2,529,564	0.84098	3,007,882
5.	11/2016	3,109,600	0.80917	3,842,953
6.	12/2016	4,733,029	0.80917	5,849,245
7.	01/2017	6,802,843	0.80917	8,407,195
8.	02/2017	6,804,816	0.93139	7,306,055
9.	03/2017	5,454,050	0.93139	5,855,791
10.	04/2017	4,346,791	0.93139	4,666,973
11.	05/2017	2,996,728	0.93139	3,217,465
12.	06/2017	2,477,393	0.93139	2,659,876
13.	Total	<u>45,760,276</u>		<u>52,549,019</u>
14.	Current Net Adjustment Allowed			0
15.	Annualized Stable Rate Revenue from most recent Evaluation			46,794,601
16.	Net Annual Change to Base Revenue			<u>46,794,601</u>
17.	Rate Adjustment Factor	<u>REMAINS THE SAME</u>		<u>1.89049</u>

***The rate adjustment factor will be applied to the adjustable rate revenue in the next rate period.***

APPENDIX "C"

Page 4

CALCULATION OF REVENUE ADJUSTMENT



**Atmos Energy Corporation  
Mississippi Division  
September SRF - 2017**

**Summary of Performance Indicators**

The score used for the Customer Satisfaction Indicator falls between 0 and 10.

III. Weighting

Company's scores on the Performance Indicator are weighted and averaged as follows:

<u>Line #</u>	<u>Performance Indicator</u>	<u>Performance Score</u>	<u>X</u>	<u>Weight</u>	<u>=</u>	<u>Weighted Score</u>
1.	Customer Price	10.00	x	0.75	=	7.50
2.	Customer Satisfaction	10.00	x	0.25	=	2.50
3.	Company's Performance Score (CPS)					<u>10.00</u>
4.					x	0.10
5.						<u>1.00</u>
6.					-	<u>0.50</u>
7.	Company's Performance Adjuster (PA)					<u><u>0.50</u></u>

The Company's Performance Adjuster (PA) is calculated as follows:

$$(CPS \times .10) - .50 = PA$$

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-12**  
**Page 1 of 1**

**REQUEST:**

Provide a detailed list of any other states that have approved natural gas procurement PBR mechanisms. Further, explain how Atmos's PBR mechanism compares to active mechanisms in the other states. For any discontinued mechanisms, provide all available details regarding their discontinuance. Provide a cost-benefit analysis of the costs associated with Atmos's negotiation of the discounted rate and the savings created from the PBR mechanism for ratepayers.

**RESPONSE:**

Atmos Energy cannot speak as to all of the utility natural gas procurement PBR mechanisms in the country, but it can speak to the jurisdictions in which it operates. Please see the Company's response to Staff DR No. 1-11.

Consistent with the Company's response to Staff DR No. 1-10, a cost-benefit analysis is not possible, given that there is no measurable incremental cost.

Respondent: Brannon C. Taylor

**Case No. 2020-00289**  
**Atmos Energy Corporation, Kentucky Division**  
**Staff DR Set No. 1**  
**Question No. 1-13**  
**Page 1 of 1**

**REQUEST:**

Provide the costs incurred to achieve savings under Atmos's PBR, and explain how those costs are recovered (i.e., through the GCA, netted against savings in the PBR, etc.).

**RESPONSE:**

Please see the Company's response to Staff DR No. 1-10.

Respondent: Brannon C. Taylor