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October 23, 2024

Linda C. Bridwell
PSC Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

Re: Atmos Energy Corporation
Case No. 2024-00340

Dear Ms. Bridwell:

Atmos Energy Corporation submits its application for a special contract and a petition for confidentiality. I certify that the electronic documents are true and correct copies of the original documents.

If you have any questions about this filing, please contact me.

Submitted By:

John N. Hughes

John N. Hughes

Attorney for Atmos Energy Corporation

COMMONWEALTH OF KENTUCKY
BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

APPLICATION OF ATMOS ENERGY CORPORATION FOR	)	
APPROVAL OF SPECIAL CONTRACT PURSUANT	)	**Case No. 2024-00340**
TO ITS ECONOMIC DEVELOPMENT RIDER	)	

APPLICATION

Atmos Energy Corporation ("Atmos Energy" or "Company"), by counsel, petitions the Kentucky Public Service Commission ("Commission") for approval of a special contract ("Contract") entered into by and between the Company and Owens-Brockway Glass Container Inc. ("Customer") dated as of October 1, 2024, a true and correct copy of which is attached as **EXHIBIT A** (the "Contract").

The Company is an operating public utility engaged in the business of supplying natural gas to the public in numerous cities, towns and communities in western and south-central Kentucky. Correspondence and communications with respect to this Application should be directed to:

Brannon C. Taylor,
Atmos Energy Corporation,
810 Crescent Centre Dr. STE 600,
Franklin, TN 37067
(615) 771-8330 Ph
(615) 771-8301 fax
(brannon.taylor@atmosenergy.com)

L. Allyson Honaker
Brittany Hayes Koenig
Heather S. Temple
HONAKER LAW OFFICE PLLC

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Lexington, Kentucky 40509
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Fax: none
allyson@hloky.com
brittany@hloky.com
heather@hloky.com

And

John N. Hughes
7106 Frankfort Rd.
Versailles, KY 40383
502 223 7033
jnhughes@johnnhughespsc.com

The Company is a corporation duly qualified under the laws of the Commonwealth of Kentucky to carry on its business in the Commonwealth. A certified copy of the Company's restated Articles of Incorporation, as amended, together with all amendments thereto, is on file in the records of the Commission and the same are incorporated herein by reference.[1] The Company was initially incorporated in Texas on February 6, 1981 and in Virginia on July 21, 1997. Applicant attests that it is a foreign corporation in good standing to operate in Kentucky. A certificate of good standing for Atmos Energy to operate is attached to this Application as **EXHIBIT B**. Atmos Energy does not operate under an assumed name in Kentucky.

The Company's filed tariffs contain an Economic Development Rider ("EDR") which became effective May 1, 2012. A copy of the Company's EDR tariff is attached as **EXHIBIT C**. The stated purpose of the Company's EDR is to enhance its system utilization while encouraging industrial development and job growth within its service areas. The EDR is

[1] *See In the Matter of: Application of Atmos Energy Corporation for an Adjustment of Rates and Tariff Modifications,* Application, Case No. 2021-00214 (Ky. PSC June 30, 2021); *see also Electronic Application of Atmos Energy Corporation for an Adjustment of Rates; Approval of Tariff Revisions; and Other General Relief*, Case No. 2024-00276 (Ky. PSC September 27, 2024).

available for both qualifying new customers and expansion of existing establishments. In the Administrative Case 327 Order, the Commission directed utilities filing an EDR contract to comply with Findings 3– 17. Finding 13 is not relevant to this proceeding because it applies to contracts designed to retain the load of existing customers, not to attract new customers such as the Customer. Findings 15 and 16 are not relevant to this proceeding as they apply to gas main extension costs, which are not a part of the proposed special contract. Finding 17, while relevant to this proceeding, merely states that comments submitted by the Cabinet or other interested parties pertaining to an EDR contract should be filed with the Commission no more than 20 days following the filing of an EDR. As a summary, the Company has listed below the other Findings and the Company's response to each:

- Finding 3: EDRs should be implemented by special contract negotiated between the utilities and their large commercial and industrial customers.

  Response: The Contract is with an industrial customer.

- Finding 4: An EDR contract should specify all terms and conditions, including the rate discount and related provisions, jobs and capital investment created, customer-specific fixed costs, minimum bill, estimated load and load factor, and length of contract.

  Response: The Contract specifies all terms and conditions.

- Finding 5: An EDR contract should only be offered during periods of excess capacity for the utility, and the utility must demonstrate that the EDR contract will not cause it to fall below a reserve margin essential for system reliability.

  Response: Atmos Energy has excess capacity and the attached Confidential Exhibit E confirms it will not fall below essential reserve margins.

- Finding 6: A utility should demonstrate that the EDR exceeds the marginal cost associated with serving the customer.

  Response: Confidential Exhibit D confirms the Contract exceeds the marginal cost of serving the Customer.

- Finding 7: A utility should file an annual report with the Commission detailing revenues received and marginal costs from EDRs.

  Response: Atmos Energy will file an annual report.

- Finding 8: A utility should demonstrate that nonparticipating ratepayers are not adversely affected by the EDR through a cost-of-service analysis.

  Response: Confidential Exhibit D shows no adverse effect on non-participating ratepayers.

- Finding 9: The EDR should include a provision providing for the recovery of EDR customer-specific fixed costs over the life of the contract.

  Response: The recitals of the Contract states that the Company does not anticipate any customer-specific fixed costs other than metering. The Company has included some customer-specific fixed costs in Confidential Exhibit D for potential meter sets if necessary and for analysis purposes. Please also see the Company's response above to Finding 6 requirement.

- Finding 10: The major objectives of EDRs are job creation and capital investment. However, specific job creation and capital investment requirements should not be imposed on EDR customers.

  Response: New jobs are associated with this agreement, but no specific job creation or capital investment is imposed on the customer.

- Finding 11: All utilities with active EDR contracts should file an annual report with the Commission providing information shown in Appendix A to the Administrative Case 327 Order.

  Response: Atmos Energy has filed the required annual reports.

- Finding 12: For new industrial customers, an EDR should apply only to load which exceeds a minimum base level. For existing industrial customers, the EDR should apply only to load which exceeds a minimum base load. At the time an EDR contract is filed, a utility should identify and justify the minimum incremental usage level and normalized base load for an existing customer or the minimum usage level required for a new customer.

  Response: The information is listed in the Contract.

- Finding 14: The term of an EDR contract should be for a period twice the length of the discount period, with the discount period not exceeding five years.

  Response: The Contract meets this requirement.

As reflected in the attached Contract, Customer, which will be a new customer served by Atmos Energy, is anticipated to require a capital investment of approximately $240,000,000 and will create approximately one-hundred and forty (140) jobs. With this construction, additional natural gas sales of at least 9,000 Mcf per year is projected.

In accordance with the Company's EDR tariff, a discount of 25% per year is provided, with a four (4) year discount period. The Customer Contract's term is for eight (8) years.

The attached Contract fully complies with Atmos Energy's' EDR Special Terms and Conditions appearing on First Revised Sheet No. 40 and Original Sheet No. 41. All information required by Item 2 of the Special Terms and Conditions are contained in the attached Contract, other than the Company's current marginal cost of service study, which is filed in this Application as **Confidential Exhibit D**. To offer support that Atmos Energy has adequate system capacity and that the load served will not cause it to fall below a reserve margin considered essential for system reliability, the Company has also included a diagram of the system as **Confidential Exhibit E**. Confidential Exhibit E also addresses the Commission's request for additional information on system capacity as requested in Case No. 2022-00292.[2] The Company's system planning team takes all existing residential, commercial, and industrial loads and analyzes how its system operates. The Company evaluates the system for potential, additional capacity and how pressures react as the Company adds theoretical or proposed volumetric flowrates. When the Company added the Customer's proposed load, the system planning team verified that the Company had significant, additional volumetric flowrates available while still maintaining the pressure requirements to operate reliably.

The Contract is to become effective on October 1, 2024 or the first day of the month following the month in which the agreement is approved by the Commission, whichever is later.

WHEREFORE, Company petitions the Commission for approval of the attached Agreement.

Respectfully submitted this 23rd day of October, 2024.

L. Allyson Honaker
Brittany Hayes Koenig
Heather S. Temple
HONAKER LAW OFFICE PLLC
1795 Alysheba Way, Suite 1203
Lexington, Kentucky 40509
(859) 368-8803

[2] *See* Case No. 2022-00292, *Electronic Application of Atmos Energy Corporation for Approval of Special Contract Pursuant to its Economic Development Rider*, Order at 6-7 (Ky. PSC October 31, 2022).

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allyson@hloky.com
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And

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jnhughes@johnnhughespsc.com

Attorneys for Atmos Energy Corporation

CERTIFICATE

In accordance with the requirements of 807 KAR 5:001, I certify that this electronic filing is a true and accurate copy of the documents filed, that the electronic filing has been transmitted to the Commission on October 23, 2024 and that no party has been excused from participation by electronic means.

John N. Hughes

VERIFICATION

I, Brannon C. Taylor, being duly sworn under oath, state that I am Vice President of Rates and Regulatory Affairs for Atmos Energy Corporation, and that the statements contained in the foregoing Petition are true as I verily believe.

Brannon C. Taylor

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

SUBSCRIBED AND SWORN to before me by Brannon C. Taylor, on this the 18th day of October, 2024.

Pamela Pleasant

Notary Public

My Commission Expires: 01/24/2028

PAMELA PLEASANT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

COMMONWEALTH OF KENTUCKY
BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

APPLICATION OF ATMOS ENERGY CORPORATION FOR	)	
APPROVAL OF SPECIAL CONTRACT PURSUANT	)	**Case No. 2024-00340**
TO ITS ECONOMIC DEVELOPMENT RIDER	)	

PETITION FOR CONFIDENTIALITY

Atmos Energy Corporation ('Atmos Energy" or "Company"), by counsel, pursuant to KRS 61.878 and 807 KAR 5:001(13) petitions the Commission for confidential protection of highlighted portions of Exhibit D and all of Exhibit E of the application.

BACKGROUND

Atmos Energy has entered into a special Economic Development Rider contract with one of its industrial customers, subject to approval by the Commission. Consistent with prior orders of the Commission, Atmos Energy performed a cost analysis related to this special contract to determine whether the anticipated revenue from this customer will cover all variable costs incurred in serving this customer and also contribute toward the Company's fixed costs. The results of that cost analysis are provided in Exhibit D.

CONFIDENTIAL PROTECTION

The information contained in Exhibit D is a cost study for the calculation of the margin generated as a result of the EDR being charged to this industrial customer.

The highlighted information for which confidential protection is sought is commercial information that if disclosed could cause substantial competitive harm to Atmos Energy. This information is not publicly available. Marginal energy production cost in Exhibit D is not publicly disclosed. Disclosure would give market participants insight into the prices at which it is willing to buy and sell natural gas. These market participants could use that information to manipulate the bidding process, leading to higher costs or lower revenues. It would be difficult or impossible for someone to discover this information from other sources. If this information were available to competitors in this form, they could use it to the competitive detriment of Atmos Energy. This information is not generally disclosed to non-management employees of Atmos Energy and is protected internally by the Company as proprietary information. The disclosure of this proprietary information would result in significant or irreparable competitive harm to Atmos Energy by providing its competitors with non-reciprocal competitive advantage. No public purpose is served by the disclosure of such information.

To offer support that Atmos Energy has adequate system capacity and that the load served will not cause it to fall below a reserve margin considered essential for system reliability, the Company has also included a flow analysis of the system as Confidential Exhibit E. Exhibit E is exempt from public disclosure as provided in KRS 61.878(1)(m). It is a schematic map of the names and locations of Atmos Energy customers and their connection points to the pipeline system. Under the Kentucky Open Records Act, the Commission is entitled to withhold from public disclosure information disclosed to it to the extent that open disclosure would "have a reasonable likelihood of threatening the public safety by exposing a vulnerability in preventing, protecting against, mitigating, or responding to a terrorist act and limited to: . . ,

(f) infrastructure records that expose a vulnerability referred to in this subparagraph through the disclosure of the location, configuration, or security of critical systems, including public utility critical systems. These critical systems shall include but not be limited to information technology, communications, electrical, fire suppression, ventilation, water, wastewater, sewage, and **gas systems** and;

(g) The following records when their disclosure will expose a vulnerability referred to in this subparagraph: **detailed drawings, schematics, maps**, or specifications of structural elements, floor plans, and **operating,** utility, or security systems of any building or facility owned, occupied, leased, or maintained by a public agency."

KRS 61.878 (1)(c) provides that "records confidentially disclosed to an agency or required by any agency to be disclosed to it, generally recognized as confidential or proprietary, which is openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records "shall remain confidential unless otherwise ordered by a court of competent jurisdiction." The natural gas industry is very competitive. Atmos Energy has active competitors, who could use this information to their advantage and to the direct disadvantage of Atmos. Atmos would be at a competitive threat of loss of business due to the ability of its competitors to leverage the information to their advantage. The public disclosure of the critical monetary terms would create an unfair advantage to those competitors. For these reasons, calculation of the margins associated with the contract is exempt from public disclosure pursuant to KRS 61.878(c)(1). Similar information related to an EDR contract was granted confidential treatment in Atmos Case No. 2019-00145.

Atmos Energy requests that the information marked Confidential be held confidentially indefinitely. The statutes cited above do not allow for disclosure at any time. Given the competitive nature of the natural gas business and the efforts of non-regulated competitors to encroach upon traditional markets, it is imperative that regulated information remain protected and that the integrity of the information remain secure.

For those reasons, Atmos Energy requests that the information contained in Exhibits D and E be treated as confidential.

Submitted by:

____

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jnhughes@johnnhughespsc.com

Attorneys for Atmos Energy Corporation

LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

THIS LARGE VOLUME NATURAL GAS SERVICE AGREEMENT ("*Service Agreement*") is made and entered into as of the October 1, 2024 | 8:50 AM PDT, 2024, by and between **ATMOS ENERGY CORPORATION**, a Texas and Virginia Corporation ("*Atmos Energy*"), and Owens-Brockway Glass Container Inc., a Delaware Corporation ("*Customer*"). Atmos Energy and Customer may also be referred to herein as a Party and collectively as the "Parties".

WITNESSETH:

WHEREAS, in anticipation of construction by Customer that will create approximately 140 jobs, and require a capital investment of approximately $240,000,000, and result in a projected annual consumption of at least 9,000 Mcf per year, Atmos Energy has agreed to enter into this Service Agreement; and,

WHEREAS, Atmos Energy does not anticipate any customer-specific fixed costs other than metering facilities associated with servicing the Customer; and

WHEREAS, the estimated load factor of Customer is expected to be approximately 80.4%; and

WHEREAS, Atmos Energy desires to provide to Customer, and Customer desires to obtain natural gas service in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **Replacement and Termination of Large Volume Service Agreement**. This Service Agreement shall replace that certain Large Volume Natural Gas Service Agreement by and between Atmos Energy and Customer, effective as of the 1ST day of October, 2024 (the "*2024 Agreement*") that does not contain the Economic Development Rider to the Tariff (hereinafter defined). The 2024 Agreement shall be considered terminated for all purposes as of the Effective Date of this Service Agreement.

2. **Natural Gas Service Type and Volume Levels**. Customer agrees to deliver to Atmos Energy for transportation all of Customer's natural gas service requirements for Customer's facility located at or near Bowling Green, KY ("*Customer's Facility*"), Atmos Energy agrees to provide service to Customer of the type specified below, subject to: (i) the provisions of Atmos Energy's then current tariff as approved by the Kentucky Public Service Commission ("*Tariff*"); (ii) the rate schedule referenced under the Tariff (the "*Rate Schedule*"); and (iii) the related General Rules and Regulations governing natural gas service as set forth in the Tariff and this Service Agreement (including **Exhibit A** (General Terms and Conditions) and **Exhibit B** (Receipt Point(s) and Delivery Point(s)), both of which are attached hereto and for all purposes made a part hereof).

Atmos Energy shall have no obligation to provide for deliveries in excess of the maximum daily and hourly volumes hereinafter specified, or to provide sales gas to Customer in the event Customer chooses a transportation service only. Atmos Energy shall not receive volumes for transportation service in excess of the daily volume hereinafter specified (MDQ):

Service	Type	Maximum Mcf/Day Delivery	Maximum Mcf/Hr. Delivery	Maximum Mcf/Day Receipt(MDQ)
Transportation	T-4	3,672	153	3,000

3. **Price**. The price to be paid by Customer shall be in accordance with the Rate Schedule under which and in effect at the time the service is rendered. Such rates, including gas cost adjustments, shall be subject to change as required by law. Any federal, state or other legal taxes, other than those based upon or measured by Atmos Energy's income which apply now or may hereafter be imposed, shall be paid by Customer, in addition to the rates as specified in the applicable Rate Schedule.

The Economic Development Rider to the Tariff (the "Rider") may be applicable to Customer's service hereunder, provided that, as specified in the Rider, Customer contracts for sufficient natural gas demand to produce an annual consumption of 9,000 Mcf per year. For purposes of the Rider, Customer's normalized base load is 750 Mcf per month. Any volumes in excess of 750 Mcf per month will qualify for the Rider's 25% discount to the then-current tariff rate for the first four (4) years of this Service Agreement, so long as the 9,000 Mcf annual consumption threshold referenced above is met.

The minimum monthly bill for Customer, under current applicable tariff rates, shall consist of the Base Charge, Transportation Administration Fee, EFM Charge and Cellular fee, plus any applicable taxes and franchise fees. The total minimum bill shall be $670 plus applicable taxes and franchise fees. This amount is subject to change in accordance with the applicable tariffs.

4. **Term**. This Service Agreement shall become effective on October 1, 2024 or the first day of the month following the month in which this Service Agreement is approved by the Kentucky Public Service Commission ("KPSC"), whichever is later (the "Effective Date"), and shall continue in full force and effect for a period of eight (8) years from and after the Effective Date (the "*Primary Term*"), and shall continue for successive five (5) year terms following the expiration of the Primary Term (each a "*Rollover Term*"), provided that either Party may terminate this Service Agreement at the end of the Primary Term, or at the end of any subsequent Rollover Term upon providing ninety (90) days prior written notice to the other Party. The Primary Term and subsequent Rollover Terms may be referred to collectively as the "*Term*". Customer agrees that during the Term of this Service Agreement all natural gas consumed by Customer at Customer's Facility shall be delivered by Atmos Energy. Notwithstanding the prior sentence, if Atmos Energy is unable to deliver the volumes stipulated in paragraph two (2) of this Service Agreement, then Customer may obtain delivery of natural gas from alternative sources. Customer shall resume accepting delivery of natural gas from Atmos Energy, as Customer's sole provider of natural gas, as soon as Atmos Energy reasonably demonstrates to Customer that it can again meet the volumes stipulated in paragraph two (2) for natural gas deliveries. Customer's right to obtain delivery from alternative sources under this Section are without prejudice to any other rights that Customer may have under this Service Agreement or applicable law, including termination rights.

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Notwithstanding anything herein to the contrary, the Term of this Service Agreement is expressly made subject to the provisions of Section 7 (Event of Default) of Exhibit A to this Service Agreement.

During the Term of this Service Agreement, if Customer plans to make a filing, or direct another party to make such filing on its behalf, with the Federal Energy Regulatory Commission or any other regulatory body, seeking authority to receive direct gas service following the termination of this Service Agreement, Customer agrees to notify Atmos Energy of such plans not less than thirty (30) days prior to the date of such filing.

During the Term of this Service Agreement, Atmos Energy and Customer may mutually agree to amend this Service Agreement to change the type of service provided hereunder—*i.e.*, sales, transportation, firm or interruptible service—if Customer's needs or qualifications change. Any amendment changing the type of service provided hereunder must be in writing and executed by a duly authorized representative of Atmos Energy and Customer, and will not, unless mutually agreed by the Parties in such amendment, change the Term of this Service Agreement.

5. **Electronic Flow Measurement and Communications Equipment**. Under the Tariff, it will be the responsibility of Customer to pay all reasonable and necessary costs for additional facilities and/or equipment (collectively, the "*Additional Facilities*") that will be required as a result of receiving transportation service, including such reasonable and necessary costs for the installation, repair, maintenance and replacement of such Additional Facilities. The Additional Facilities shall include electronic flow measurement ("*EFM*") equipment and cellular communications support services, which shall be installed, maintained, operated, and owned by Atmos Energy. Customer shall be responsible for all costs related to the installation, maintenance, repair and replacement of the EFM equipment. If Customer paid the initial cost of EFM in full by one-time payment, it will not be required to pay the $75.00 monthly facilities charge until such time as the EFM requires replacement. If Customer is providing and maintaining a land line for communication support it may continue to utilize such land line until such time as Atmos Energy determines that such land line is no longer providing reliable communication service, at which time Customer shall begin paying the $25.00 Monthly Cellular Charge to cover the cost of cellular communications support service.

6. **Notices**. Any notice required to be given under this Service Agreement, or any notice that either Party hereto may desire to give the other Party, shall be in writing and shall be considered duly delivered when deposited in the United States mail, postage prepaid, registered or certified, or sent by facsimile and addressed as follows:

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If to Atmos Energy:	If to Customer:
ATMOS ENERGY CORPORATION (Kentucky/Mid-States Division) 5430 LBJ Freeway, Suite 160 Dallas, Texas 75240-2601 Attention: Contract Administration Telephone: (214) 206-2574 Facsimile: (214) 206-2101	Owens-Brockway Glass Container Inc. One Michael Owens Way, Plaza 1 Perrysburg, Ohio 43551 Attention: Keith Hamilton Telephone: 740-825-5669 Email: keith.hamiliton@o-i.com

Duplicate to:

Atmos Energy Corporation
810 Crescent Centre Dr. Ste 600
Franklin, TN 37067
Attn: Danny Bertotti
(615) 771-8335

or such other address as Atmos Energy, Customer or their respective successors or permitted assigns shall designate by written notice given in the manner described above. Routine communications, including monthly invoices, may be mailed by ordinary mail, postage prepaid, and addressed to the above-designated name and address.

7. **Regulatory Approval.** The Parties acknowledge that this Agreement, and Atmos Energy's obligations thereunder, shall be subject to any regulatory approval that Atmos Energy, in its sole discretion, determines are necessary or appropriate. If such regulatory approval is not received, Atmos Energy will promptly notify Customer.

8. **Miscellaneous.**

(a) Attachments. **Exhibit A** (General Terms and Conditions) and **Exhibit B** (Receipt Point(s) and Delivery Point(s)) attached hereto are expressly incorporated herein and made a part of this Service Agreement for all purposes, and all references herein and therein to "this Service Agreement" include the same and their respective terms and provisions. This Service Agreement, **Exhibit A** (General Terms and Conditions) and **Exhibit B** (Receipt Point(s) and Delivery Point(s)) shall be read and interpreted together as a single agreement with full effect being given to the terms and conditions of each; in no event shall the terms of any one of this Service Agreement, **Exhibit A** (General Terms and Conditions) or **Exhibit B** (Receipt Point(s) and Delivery Point(s)) take precedence over the terms of the other(s).

(b) Waiver of Certain Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES: (1) IN THE EVENT OF ITS BREACH OF THIS SERVICE AGREEMENT, (2) AN EVENT OF DEFAULT, OR (3) FOR ANY OTHER CLAIM RELATED TO THIS SERVICE AGREEMENT.

(c) Governing Law. This Service Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(d) No Waiver. No waiver by either Party of any one or more defaults of the other in the performance of any of the provisions of this Service Agreement will operate or be construed as a waiver of any other default or defaults whether of a like kind or different nature.

(e) No Third Party Beneficiaries. The provisions of this Service Agreement will not impart rights enforceable by any person, firm or organization not a Party or not bound as a Party, or not a permitted successor or assignee of a Party bound to this Service Agreement.

(f) No Partnership. Each Party acknowledges and agrees that no partnership, joint venture or fiduciary relationship of any kind whatsoever is created by this Service Agreement.

(g) Severability. If any provision of this Service Agreement is determined to be invalid, void or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void or make unenforceable any other provision of this Service Agreement so long as the economic benefits or legal obligations of this Service Agreement are not affected in any manner materially adverse to either Party. Upon such determination that any provision is invalid, void or unenforceable, the Parties shall negotiate in good faith to modify this Service Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner such that the transactions contemplated hereby are fulfilled to the extent possible,

(h) Binding Effect. This Service Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

(i) Headings. The headings and captions used in this Service Agreement are for convenience and reference purposes only and will in no way affect the meaning or interpretation of the provisions of this Service Agreement.

(j) Entire Agreement. This Service Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

(k) Counterparts. This Service Agreement may be signed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/ SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the date first above written to be effective for all purposes as of the Effective Date.

CUSTOMER:
Owens-Brockway Glass Container Inc.

Signed by:
By: Kristy Spackey
BD234CF2832441F...
Printed Name: Kristy Spackey
Title: Director Procurement
October 1, 2024 | 8:30 AM PDT

ATMOS ENERGY:
ATMOS ENERGY CORPORATION

DocuSigned by:
By: Danny Bertotti
3C1218A0B501427...
Danny Bertotti
Vice President, Marketing

Kentucky/Mid-States Division
October 1, 2024 | 8:50 AM PDT

DS
KA

EXHIBIT A

TO LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

GENERAL TERMS AND CONDITIONS

Attached to and for all purposes made a part of that certain Large Volume Natural Gas Service Agreement dated as of October 1, 2024 | 8:50 AM PDT, by and between Atmos Energy Corporation and Owens-Brockway Glass Container Inc.

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1. This Service Agreement is subject to approval by, and to all applicable and valid statutes, ordinances, and the rules, regulations and orders of, the Kentucky Public Service Commission.

2. If not presently installed, the necessary regulating and metering equipment constructed to Atmos Energy's specifications shall be installed for delivery of the gas as specified herein, and the Customer shall install or cause to be installed additional regulating equipment to provide suitable operating pressure at the various points of utilization. A suitable location for the regulating and metering equipment shall be provided by the Customer without charge, and Atmos Energy shall have the right to operate, maintain and alter this equipment as is necessary or desirable. Each Party hereto agrees to maintain any equipment owned by it and used in the performance of its obligations herein in good, safe and efficient operating condition and repair.

3. Title to sales gas shall pass from Atmos Energy to Customer, upon the delivery thereof, at the Customer's service address. The title to all gas transported hereunder shall remain with the Customer while such gas is on Atmos Energy's local distribution facilities. The Receipt Point(s) at which the Customer will deliver transportation gas to Atmos Energy and the Delivery Point(s) at which Atmos Energy will redeliver transportation gas to Customer are designated on Exhibit "B" attached hereto.

4. As between the Parties hereto solely for transportation services, Atmos Energy shall be deemed in exclusive control and possession of the gas after the delivery thereof at the Receipt Point(s) and prior to the redelivery thereof, to or for the account of Customer at the Delivery Point(s). At all other times, as between the Parties hereto solely, Customer shall be deemed in exclusive control and possession of the gas and responsible for any damages, losses or injuries caused by Customer's handling, delivery or receipt thereof. For sales services, Atmos Energy shall be deemed in exclusive control and possession of the gas prior to the delivery thereof, to or for the account of Customer at the Customer's service address. Upon delivery thereof, as between the Parties hereto solely, Customer shall be deemed in exclusive control and possession of the gas and responsible for any damages, losses or injuries caused by Customer's handling, delivery or receipt thereof. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, liabilities, damages, losses, costs and expenses incurred by such other Party arising from or relating to any damages, losses or injuries for which the indemnifying Party is responsible pursuant to the provisions of this paragraph, except to the extent such damages, losses or expenses shall have been caused by the negligence or intentional acts or omissions of the indemnified Party.

5. In the event that either Atmos Energy or Customer is rendered unable, wholly or in part, by reason of an event of force majeure, to perform its obligations under this Service

Agreement, other than to make payment due hereunder, and such Party has given notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Parties, insofar as they are affected by such force majeure, shall be suspended during the continuance of such inability, but for no longer period, and such cause shall, insofar as possible, be remedied with all reasonable dispatch; provided, however, that the settlement of strikes or lock-outs shall be entirely within the discretion of the Party having such difficulty, and the above requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lock-outs by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

The term "force majeure" as used herein shall mean any cause not reasonably within the control of the Party claiming suspension and includes, but is not limited to, acts of God; strikes; lock-outs; wars; acts of terrorism; riots; orders or decrees of any lawfully constituted federal, state or local body; fires; storms; floods; wash-outs; explosions; breakage or accident to machinery or lines of pipe; inability to obtain or delay in obtaining rights-of-way, materials, supplies or labor permits; temporary or permanent failure of gas supply or transportation services; capacity constraints; repair, maintenance or replacement of facilities used in the performance of the obligations contained in this Service Agreement; or any other cause of a similar nature whether of the kind herein enumerated or otherwise.

6. During each billing period involving transportation services, Customer agrees to maintain its deliveries of gas to Atmos Energy and its receipt of gas from Atmos Energy in continuous balance or as near thereto as practicable on an Mcf or MMBtu basis, as designated by Atmos Energy. Further, the Customer agrees to be liable to Atmos Energy for all costs, expense and liability incurred by Atmos Energy, which directly relates to the Customer's transportation activities on the interstate pipeline system. When the volume of gas taken by Customer during a billing period exceeds Customer's transportation nomination volumes, Customer shall pay Atmos Energy for such overrun volumes at the applicable cash out rate.

7. In the event of default hereunder by either Party, in addition to all rights and remedies at law or in equity to which the non-defaulting Party may be entitled, the defaulting Party agrees to reimburse the non-defaulting Party for all court costs and other expenses incurred, including reasonable attorney fees. Further, each Party agrees to indemnify and hold the other Party harmless with regard to any and all fees, costs and expenses incurred by the non-defaulting Party in relation to all third party claims, disputes and suits which arise under or are related to the defaulting Party's default under this Service Agreement, except to the extent such claims, disputes and suits shall have been caused by the negligence of the non-defaulting Party. In no event shall either Party be liable for indirect, special, consequential or punitive damages.

8. This Service Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

9. This Service Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

Docusign Envelope ID: 4F2C02CE-4652-43F8-8030-BBF78C0F41DA

[End of Exhibit A]

EXHIBIT B

TO LARGE VOLUME NATURAL GAS SERVICE AGREEMENT

RECEIPT POINT(S) AND DELIVERY POINT(S)

Attached to and for all purposes made a part of that certain Large Volume Natural Gas Service Agreement dated as of October 1, 2024 | 8:50 AM PDT, by and between Atmos Energy Corporation and Owens-Brockway Glass Container Inc.

Receipt Point(s)

A metering station located in Warren County, Kentucky, at Longitude 86 Degrees, 21 minutes, 0 seconds, Latitude 37 degrees, 2 minutes, 37 seconds, approximately 4.0 miles Northeast of Bowling Green, Kentucky, (Meter No. 1916).

Delivery Point(s)

1324 Production Avenue
Bowling Green, Kentucky 42101

[End of Exhibit B]

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
http://www.sos.ky.gov

Certificate of Authorization

Authentication number: 319568
Visit https://web.sos.ky.gov/ftshow/certvalidate.aspx to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

ATMOS ENERGY CORPORATION

, a corporation organized under the laws of the state of Texas, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on December 14, 1987.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 19th day of September, 2024, in the 233rd year of the Commonwealth.

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
319568/0237484

FOR ENTIRE SERVICE AREA
PSC KY. No. 2
First Revised SHEET No. 40
Cancelling
Original SHEET No. 40

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Economic Development Rider
EDR

1. **Applicable:**
This Rider may apply to any customer with an expected demand of at least 9,000 Mcf per year. Existing customers served under another rate schedule to be eligible for service under this rate schedule must contract for sufficient natural gas demand to produce an increase in consumption of 4,500 Mcf per year.

2. **Purpose:**
This Rider is intended to allow the Company to offer incentive or discount type rates designed to enhance the Company's system utilization while encouraging industrial development and job growth within the Company's service areas. Under the terms of this Rider, qualifying customers are required to enter into a Special Contract with the Company. The Special Contract shall be subject to approval by the Kentucky Public Service Commission (Commission). This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments or new customers in existing establishments. This Rider may also be available for existing customers that are experiencing financial hardship, if certain conditions can be met.

3. **Term:**
Any Special Contract shall extend for a period at least twice the length of the discount period. The discount period shall not extend beyond four (4) years. (T)

4. **Gas Cost Adjustment:**
For G-1 and G-2 customers, bills for service are subject to the cost of purchased gas in accordance with the Gas Cost Adjustment (GCA) Rider approved by the Kentucky Public Service Commission.

DATE OF ISSUE November 23, 2015
Month/Date/Year

DATE EFFECTIVE August 15, 2016
Month/Date/Year

Issued by Authority of an Order of the Public Service Commission in
Case No. 2015-00343

ISSUED BY /s/ Mark A. Martin
Signature of Officer

TITLE Vice President – Rates and Regulatory Affairs

FOR ENTIRE SERVICE AREA

PSC KY. No. 2

Original SHEET No. 41

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Economic Development Rider

EDR

5. **Discount Terms:**

Contract Year	Tariff Margin Discounted by:
1	25%
2	25%
3	25%
4	25%
After 4th Year	0%

6. **Special Terms and Conditions:**

a. The Company may discount or waive gas main extension costs.
b. The Special Contract shall include, but not be limited to, the applicable rate discount and other discount provisions, the number of jobs and capital investment to be created, customer-specific fixed costs associated with serving the customer, minimum bill, a current marginal cost-of-service study, provision for the recovery of EDR customer-specific fixed costs, estimated load, estimated load factor, and contract length.
c. The Special Contract shall contain additional load that would be subject to suitable service being available from existing facilities.
d. The Company will file annual reports that detail revenues received from EDR customers and the marginal costs associated with serving those individual customers as well as replicating Appendix A to the Commission's Order in Administrative Case No. 327.
e. A Special Contract designed to retain load of an existing customer shall be accompanied by an affidavit of the customer stating that, without the rate discount, operations will cease or be severely restricted. In addition, the utility must demonstrate the financial hardship experienced by the customer.
f. For new industrial customers, an EDR should apply on to load which exceeds a minimum base level. For existing industrial customers, an EDR shall apply only to new load which exceeds an incremental usage level above a normalized base load.
g. The major objectives of the EDR are job creation and capital investment. However, job creation and capital investment requirements shall not be imposed on EDR customers.

DATE OF ISSUE May 13, 2013
Month/Date/Year

DATE EFFECTIVE January 24, 2014
Month/Date/Year

Issued by Authority of an Order of the Public Service Commission in
Case No. 2013-00148

ISSUED BY /s/ Mark A. Martin
Signature of Officer

TITLE Vice President – Rates and Regulatory Affairs

CONFIDENTIAL

Owens-Brockway Glass Container Inc. 10/23/2024

Analysis of Contribution to Fixed Cost
Applying EDR

Annual Mcf {1}	[redacted]	(in excess of 9,000 Mcf Base - Eligible for EDR)
	9,000	Base volume - not eligible for EDR
	[redacted]	Total

Annual Revenue {1}:

Monthly Base Charges, @ Tariff	12 mo. X $520/mo. =	$6,240	
Transportation Adm. Fee, @ Tariff	12 mo. X $50/mo. =	600	
EFM Equipment, @ Tariff	12 mo. X $75/mo. =	900	
Commodity Gas Cost, @ Tariff		-	*
Non-Commodity Charges, @ Tariff		-	*

Simple Margin, special contract rates applied
to annual deliveries:

Base - 1st 300 Mcf/mo	[redacted]	@	$1.5483	per Mcf		[redacted]
Base - >300 Mcf/mo		@	$1.0762	per Mcf		
EDR - < 15,000 Mcf/mo		@	$0.8072	per Mcf		
EDR - > 15,000 Mcf/mo		@	$0.6666	per Mcf		
					TOTAL	

* - Excluding non-commodity charges and gas costs as noted.

Less Variable/Avoidable Costs:

Lost & Unaccounted For {2}	-	
Odorant {3}	1,347	
KPSC Assessment {3}	1,534	
Measurement/Regulation Station {3}	7,939	
Meter Reading, Maintenance and Billing	-	
		$10,820

Contribution to Fixed Cost: [redacted]

Notes:
{1} - Projected 12-month volumes. Annual Revenue applying rate structures and service mix in pending special contract.
{2} - In accordance with tariffs, Company retains a portion of Customers supplies to compensate for the L&U experienced in Atmos' distribution system. Thus, the variable cost of L&U is, in effect, recovered through gas-in-kind retention.
{3} - Calculations shown on Page 2 of this Exhibit.

CONFIDENTIAL

Owens-Brockway Glass Container Inc.

Analysis of Contribution to Fixed Cost

Odorant:				
	Odorant injection rate, lb./MMcf	0.50		
	Annual MMcf	x [redacted]		
	Odorant Cost per lb., current	x 2.46		
			$	1,347
KPSC Assessment:				
	Annual Revenue [redacted]			
	Percentage 0.2000%			
				1,534
Measurement/Regulation Station:				
	Standard Measurement/Regulation Station Cost-			
	Regulators, valves, piping, etc. & Labor	76,962		
	Total	76,962		
	Annual Depreciation Rate -	x 2.24%		
	Annual Depreciation Expense	1,724		
	Capital Cost {1}	5,249		
	Income Tax {2}	966		
		6,215		
	TOTAL			7,939

Notes:

{1} - Investment in Measurement/Regulation Station tir*es* 6.82% rate of return on investment.

{2} - Composite State and Federal income tax rate (24.95%) times equity portion of return on investment (5.03% times investment in Measurement/ Regulation Station).

Exhibit E is confidential.