

**AMENDMENT TO UNDERGROUND NATURAL GAS STORAGE AGREEMENT**

This **AMENDMENT**, made and entered into as of the 14<sup>th</sup> day of November, 2017 modifies the Underground Natural Gas Storage Agreement made and entered into as of the 1<sup>st</sup> day of May, 2004, by and between WKG Storage, Inc., a Delaware corporation (hereinafter "WKG Storage") and Atmos Energy Corporation, a Texas and Virginia corporation (hereinafter "Atmos Energy", collectively referred to as the "Parties").

**WHEREAS**, WKG Storage owns and operates an underground natural gas storage facility located in Hopkins County, Kentucky (hereinafter, "East Diamond Storage Reservoir"); and a pipeline connector extending from the storage facility westward approximately 15 miles to intersection with ANR Pipeline one-half mile south of Rabbit Ridge, Kentucky (hereinafter, "Pipeline Connector"); and

**WHEREAS**, WKG Storage had recently undertaken storage well work that modified the operational capabilities of the East Diamond Storage Reservoir; and

**WHEREAS**, Atmos Energy desires to have access to the entire working storage capacity of the East Diamond Storage Reservoir and transmission capacity of the Pipeline Connector, as same are presently designed and constructed, for the exclusive use and benefit of its regulated operations and customers in the Commonwealth of Kentucky; and, WKG Storage desires to make available to Atmos Energy said capacity subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. ARTICLE 1.1 is hereby amended such that it is deleted in its entirety and replaced with the following:

WKG Storage agrees to make available to Atmos the East Diamond Storage Reservoir and Pipeline Connector, including the surface facilities, injection-withdrawal wells, and all working storage capacity associated therewith, in no event to be less than 1.75 BCF, representing the entire working storage capacity of the East Diamond Storage Reservoir and transmission capacity of the Pipeline Connector. The full operational capacity of the East Diamond Storage Reservoir and transmission capacity of the Pipeline Connector will be available to Atmos Energy during the term of the Agreement.

2. ARTICLE 1.2 is hereby amended such that it is deleted in its entirety and replaced with the following:

WKG Storage retains and excepts from this agreement any facilities, rights, and privileges of ownership not required by Atmos for its utilization of the East Diamond Storage Reservoir and Pipeline Connector. Any rights retained and the exercise thereof by WKG Storage shall be secondary to the rights of Atmos. To the extent WKG Storage develops additional working storage capacity in the East Diamond Storage Reservoir, the Agreement to appropriately address operational issues relative to withdrawal and balancing of the respective parties' natural gas storage

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Identified as  
Executive Director

*Gwen R. Penson*

EFFECTIVE  
**1/7/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

3. ARTICLE 4.1 is hereby amended such that it is deleted in its entirety and replaced with the following:

4.1 This Agreement shall be effective as of 9am central standard on November 14, 2017, and shall continue and remain in full force and effect through 9am central standard time on March 31, 2020 and year to year thereafter until terminated by either party by the giving of at least one (1) year's written notice to the other party. There shall be no prohibition preventing the parties from mutually agreeing to terminate the Agreement sooner than the initial term.

4. ARTICLE 9 is hereby amended such that:

Notices to WKG Storage are to be provided to:

Shawn Audibert  
WKG Storage, Inc.  
1100 Poydras Street, Suite 3400  
New Orleans 70163

Phone: 504.681.3108  
E-mail: [shawn.audibert@atmosenergy.com](mailto:shawn.audibert@atmosenergy.com)

Notices & Invoices to Atmos Energy are to be provided to:

Atmos Energy Corporation  
Attn: Accounts Payable  
377 Riverside Drive, Suite 201  
Franklin, TN 37064

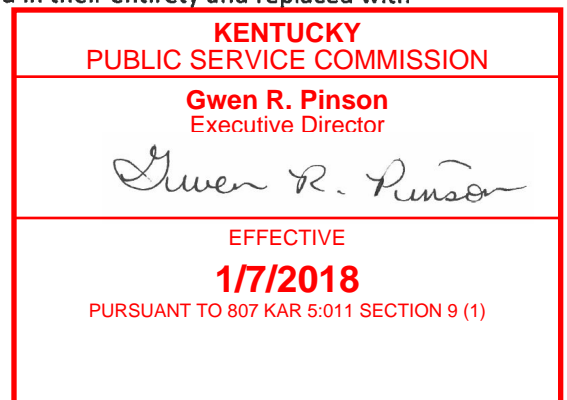
Phone: 615.261.2243  
E-mail: [kimberly.griffith@atmosenergy.com](mailto:kimberly.griffith@atmosenergy.com)

Notice may be provided by electronic mail.

5. ARTICLE 12.2 is hereby amended such that it is deleted in its entirety and replaced with the following:

12.2 This provision intentionally left blank.

6. All Exhibits are hereby amended such that they are deleted in their entirety and replaced with the following Exhibit A:



**EXHIBIT A**

This Exhibit A is incorporated by reference and is made a part of that certain Underground Natural Gas Storage Agreement made and entered into as of May 1, 2004, between WKG Storage, Inc. and Atmos Energy Corporation.

**MONTHLY DEMAND CHARGE CALCULATION**

**2.16 BCF WORKING STORAGE CAPACITY AT 100% ANNUAL UTILIZATION**

**TS-1 Rate Schedule**

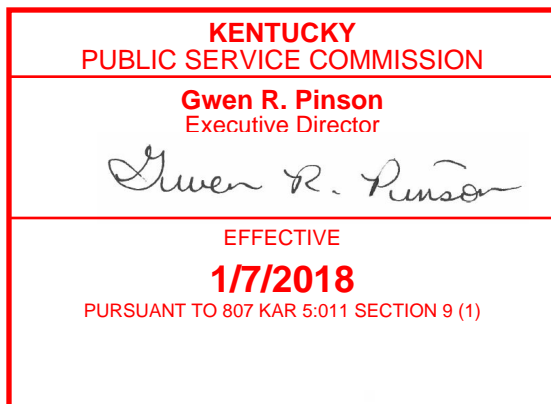
Injection:	1.75 BCF @ 0.1498 per Dth	=	\$262,150
Withdrawal:	1.75 BCF @ 0.1498 per Dth	=	<u>\$262,150</u>
	<b>TOTAL:</b>		<b>\$524,300</b>

**S-1 Rate Schedule**

Storage Reservation Charge:			
1.75 BCF X \$0.0749/Dth X 90% X 12 Months =			\$1,415,610
	<b>TOTAL:</b>		<b>\$1,415,610</b>

**ANNUAL CHARGES: \$1,939,910**

**MONTHLY DEMAND CHARGES: \$161,659**



WIKG STORAGE, INC.

BY: 

TITLE: Vice President

DATE: 11/21/17


ATMOS. ENERGY CORPORATION

BY: 

TITLE: KENNY M. MALTER  
Director  
Gas Supply & Services

DATE: 11/21/17

Legal 

Regional Mgr. 

Mgr Planning 

Dir Gas Supply 

Division 

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

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