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February 7, 2008

Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

VIA HAND DELIVERY

filed electronically in docket office on 02/07/08

RE: Request of Atmos Energy Corporation for Approval of Contract(s) Regarding Gas
Commodity Requirements, etc. Docket No. 08-00024

Dear Ms. Dillon:

Enclosed please find a pleading styled "Atmos Energy Corporation's Preliminary Filing of Request for Proposals in Expectation that Atmos Will Seek Approval of Any Resulting Contract Once Bidding Process is Complete." An electronic copy has been submitted, along with the requisite four hard copies. Since this will open a new matter, the required \$25.00 fee is enclosed.

The enclosed filing and the attachments thereto are not confidential.

If you have any questions regarding this matter, please do not hesitate to contact me.

Best regards.

Sincerely,


A. Scott Ross

ASR:prd

Enclosure

xc: Patricia Murphy

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)
)
REQUEST OF ATMOS ENERGY) Docket No. _____
CORPORATION FOR APPROVAL)
OF CONTRACT(S) REGARDING GAS)
COMMODITY REQUIREMENTS AND)
MANAGEMENT OF TRANSPORTATION/)
STORAGE CONTRACTS)
)

**ATMOS ENERGY CORPORATION'S PRELIMINARY FILING OF REQUEST
FOR PROPOSALS
IN EXPECTATION THAT ATMOS WILL SEEK APPROVAL
OF ANY RESULTING CONTRACT ONCE BIDDING PROCESS IS COMPLETE**

On January 29, 2008, Atmos Energy Corporation issued a request for proposals (RFP) for firm gas commodity requirements and management of the transportation/storage contracts serving its Tennessee and Virginia areas. A copy of the RFP is filed herewith. To date, the RFP has been sent to a number of companies. A listing is filed herewith. Atmos will continue to send the RFP to those companies requesting a copy. As a result, this list is expected to grow and will be supplemented. Atmos also has and will publicize its RFP in *Platt's Gas Daily*, a gas industry trade journal. A copy of the advertisement that ran on February 6 and will run on February 12 is filed herewith.

The documents filed herewith are non-confidential.

Once the RFP and bidding process has been completed, Atmos will seek TRA approval of any resulting contract. The RFP and related documents are being submitted in advance in an effort to aid in the Authority's consideration of any resulting contract.

Because the approval process ultimately is expected to involve the filing of confidential documents, Atmos has submitted a proposed Protective Order, which is filed herewith.

Respectfully submitted,

NEAL & HARWELL, PLC

By: 

William T. Ramsey, #9245

A. Scott Ross, #15634

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(615) 726-0573 – Facsimile

Counsel for Atmos Energy Corporation

January 29, 2008

RE: Request for Proposal
Asset Manager & Gas Supply Requirements

Atmos Energy Corporation is seeking proposals for firm gas commodity requirements and management of the transportation/storage contracts serving our Tennessee and Virginia areas. Your company has been selected as one from whom Atmos would like to receive a proposal to support part or all of its requirements to its service areas. Attached are proposal guidelines and exhibits with both supply requirements and receipt point capacity and estimated usage.

Proposals must be received by 12:00 Noon on Friday, February 29, 2008. Atmos will evaluate the proposals received and all respondents in the RFP process and the successful bidder will be notified.

We look forward to receiving your proposal. Should you have any questions regarding this request, you are required to submit the request via e-mail to deborah.sparkman@atmosenergy.com.

Sincerely,

Deborah Sparkman
Gas Supply Specialist

Attachments

cc: Becky Buchanan
Patricia Childers

ATMOS ENERGY CORPORATION
Asset Management and
Gas Purchase & Sales Agreement
Request for Proposal (“RFP”)

1.0 RFP Overview

Atmos Energy Corporation (“Atmos”) is seeking proposals from qualified suppliers to manage Atmos’ pipeline and storage assets and to supply firm natural gas for its Tennessee/Virginia distribution systems (“Asset Manager”). Atmos is seeking bundled bids from prospective suppliers to supply firm gas commodity deliveries to Atmos’ city gates and to manage the capacity assets.

Specifics of the pipeline and storage assets which serve Atmos are detailed below and in the accompanying exhibits. Atmos will contract with the successful bidder as Asset Manager to provide all of its gas commodity requirements and the management of all pipeline service agreements on the attached exhibits which involve transportation and storage capacity for Atmos. All releases of interstate pipeline transportation and storage capacity will be in accordance with applicable regulations. The Asset Manager will have the opportunity to optimize transportation and storage assets, subject to the obligation to utilize these assets to supply Atmos’ full system requirements of natural gas within the guidelines below. Atmos has divided its system requirements into two geographical areas – Area I: comprised of the Western Tennessee Service Area (Union City) and the Middle Tennessee Service Area; and Area II: the East Tennessee Service Area. (See Section 3.0 Background below). Atmos is seeking offers on Areas I and II separately and/or on a combined basis and Bidders are invited to bid on either or both Areas.

Bidders are invited to submit their bid amounts in the form of a commodity discount price, a lump-sum annual or other periodic payment or any combination thereof. All bids must be submitted on the forms provided with this RFP and must enable Atmos to readily determine the total pricing offered by the Bidder.

The RFP package consists of this RFP and the following attached Exhibits:

- Exhibit A – Specific Service Terms
- Exhibit B – General Items for Both Tennessee and Virginia Service Areas
- Exhibit C – Contract Summary
- Exhibit D – Annual Supply Plan
- Exhibit E – Bid Form
- Exhibit F – Nomination Worksheet

**ALL PROPOSALS MUST BE PREPARED IN ACCORDANCE WITH RFP
REQUIREMENTS AND MUST BE RECEIVED IN WRITTEN FORM BY
12:00 NOON, FRIDAY, FEBRUARY 29, 2008.**

1.1 Term Overview; Form of Agreement

The term of the agreement will commence on April 1, 2008 and continue through March 31, 2011. The agreement will be on the standard form of Base Contract for the Sale and Purchase of Natural Gas published by the North American Energy Standards Board (NAESB). The NAESB will also include Atmos special provisions (available upon request), any additional special provisions that may be mutually agreed upon and an exhibit or transaction confirmation specifically incorporating the terms and conditions concerning asset management and supply and delivery requirements herein specified (or as otherwise set forth in a successful bid) and pricing contained in the successful bid.

2.0 RFP Communication

Any reasonable request, as defined in Atmos' sole discretion, for additional information not contained in this RFP must be submitted to Atmos in writing. Responses to information requests will be provided to all parties receiving this RFP and the identity of the party who requested the additional information will not be divulged. All requests for additional information should be submitted via e-mail to deborah.sparkman@atmosenergy.com. The deadline for all questions is February 22, 2008.

If you choose not to submit a proposal in response to this RFP but wish to remain on the bid list for future Requests for Proposals, please notify Atmos in writing by the deadline stated above. Companies that fail to respond to this RFP may be removed from the bid list for future Requests for Proposals. Atmos reserves the right to reject any and all bids.

3.0 Background

Area I

"Western Tennessee Service Area" (Union City) is served by Texas Gas Transmission (Texas Gas) with a Small Customer Service (SGT), which includes No-Notice Storage, in addition to a Short Term Firm (STF) contract. Atmos' Barnsley Storage facility also provides gas to Union City. The Barnsley Storage facility is located in Hopkins County, Kentucky, downstream of the Western Tennessee Service Area. Injections and/or withdrawals take place, physically, in Zone 3 of Texas Gas. The Asset Manager will be responsible for injections into Barnsley Storage, as well as withdrawals from Barnsley Storage for delivery to Atmos' city gate in Union City, on its own Texas Gas transportation capacity. The Asset Manager can effectuate deliveries to Union City from Barnsley by displacement through an exchange agreement as described in the Barnsley Storage/Egan exchange in Exhibit "A". The capacity and transportation agreements that

will be managed by the Asset Manager for the Western Tennessee Service Area are listed under the Area I section of Exhibit "C" attached to the RFP.

"Middle Tennessee Service Area" (Columbia, Murfreesboro, and Franklin) The pipelines serving this area are 1) East Tennessee Natural, 2) Columbia Gulf Transmission, and 3) Texas Eastern Transmission. East Tennessee Natural only serves a small portion of the peak day load for the Middle Tennessee Service Area. Please note that the transportation capacity and supply requirements for the Middle Tennessee service area from East Tennessee Natural will be the obligation of the Asset Manager for Service Area II. Storage services are provided through GSS service on Texas Eastern and Barnsley Storage on Texas Gas. The Dominion storage facility, of which Atmos owns capacity, is located on Texas Eastern downstream of the Middle Tennessee Service Area. The Texas Eastern exchange services are required to be provided by the Asset Manager, resulting in a delivery of the injections at the Dominion facility and re-delivery of the withdrawals from the Dominion storage to various Atmos city gate delivery points on Texas Eastern in the Middle Tennessee Service Area. Additionally, beginning November 1, 2008 through the end of the contract term, the Asset Manager must sell firm delivered gas supply of up to 50,000/day all year round and an incremental 24,000 Dth/day for the winter only (November – March) to Atmos' city gates in Middle Tennessee off of Columbia Gulf. The capacity and transportation agreements that will be managed by the Asset Manager for the Middle Tennessee Service Area are listed under the Area I section of Exhibit "C" attached to the RFP.

Area II

"East Tennessee/Virginia Service Area" (East Tennessee - Bristol, Greeneville, Johnson City, Kingsport, Maryville, Morristown and Shelbyville; Virginia - Blacksburg, Bristol/Abingdon, Dublin/Pulaski/Radford, and Marion/Wytheville) The pipelines serving this area are 1) East Tennessee Natural and 2) Virginia Gas. East Tennessee Natural Gas provides to Atmos an LNG service. Atmos also holds storage in Virginia Gas' Saltville storage facility. A Dominion storage facility, of which Atmos owns capacity, is located on Tennessee Gas Pipeline downstream of the East Tennessee/Virginia Service Areas. Tennessee Gas Pipeline exchange services are required to be provided by the Asset Manager, resulting in a delivery of the injections at the Dominion facility and re-delivery of the withdrawals from the Dominion storage to various Atmos city gate delivery points on Tennessee Gas Pipeline in the East Tennessee/Virginia Service Area.

Upstream of the East Tennessee/Virginia Service Area, Atmos holds firm transportation on Tennessee Gas Pipeline and Southern Natural. The Asset Manager will manage the pipeline storage contracts, as well as pipeline capacity contracts in accordance with operational plans provided by Atmos, including but not limited to nominations and imbalance management.

Middle Tennessee Service Area As stated in the description of the Middle Tennessee Service Area under Area I above, a small portion of the supply requirement for this area

is served from East Tennessee Natural. Accordingly, the Asset Manager for Area II will be responsible for these supply requirements as well as the management of the related East Tennessee Natural capacity.

The capacity and transportation agreements that will be managed by the Asset Manager for the East Tennessee/Virginia Service Area are listed under the Area II section of Exhibit "C" attached to the RFP.

4.0 Performance Requirements

When reasonable grounds for insecurity of performance arise, Atmos may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Atmos, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Atmos, a performance bond or a guarantee by a creditworthy entity. Atmos may, from time to time, request from Asset Manager such credit information as may reasonably be required to determine the creditworthiness of Asset Manager.

5.0 Proposal Content

The following information is required to be considered responsive to this RFP unless the proposing entity can clearly demonstrate that such information is not applicable to its circumstance. Any additional information that the Bidder considers useful for Atmos to evaluate its proposal will be considered. Atmos may request additional information at a later date to assist in the decision making process.

5.1 Respondent Information

- Name and address of Bidder
- Name, phone and fax number of contact person for this proposal
- Current annual report
- Evidence of Bidder's knowledge and experience in providing service proposed
- Evidence of the Bidder's financial viability to provide the service proposed
- Business references

5.2 Description of Commodity Proposal

Each proposal should provide a description of supply and the price which the supplier is willing to contract for and all other pertinent information. The response should present firm and warranted commodity sales based upon the pricing methodology described in section "5.3 Pricing". Additionally, a summary of the amount of equity gas owned or controlled by the Bidder, and other supply asset data should be provided.

Atmos will nominate base load gas supplies within five (5) business days before the beginning of any month. Monthly purchase volumes will be determined and billed based

on the Atmos plan as adjusted. Actual volumes on Atmos' transportation and storage agreements/facilities may vary based on the Asset Manager's utilization of the assets. However, it will be the responsibility of the Asset Manager to provide monthly reporting reconciling billed volumes versus actual volumes on transportation and storage agreements.

5.3 Pricing

5.3.1 Commodity Pricing

Proposals must be submitted with a commodity price equal to, plus (+), or minus (-) the simple arithmetic average of the indices "basket" listed below, to establish a per unit price, per applicable pipeline.

- 1) **Inside FERC Gas Market Report** first-of-the-month posting for the appropriate pipeline and receipt zone,
- 2) **Natural Gas Intelligence**, Bidweek, as published in the first issue each month for the appropriate pipeline and receipt zone,
- 3) The **Nymex** settled closing price for the applicable month.

Incremental purchases, in excess of the base load purchase volumes, are to be at a price equal to, plus (+), or minus (-) the appropriate Gas Daily Midpoint index price which may or may not include a demand component (Bidder's Option).

Intraday purchases will be priced by the Asset Manager at a mutually agreeable price and confirmed at time of purchase.

5.3.2 Pipeline Capacity Pricing

Any value or cost the Asset Manager assigns to exchange services or deliveries utilizing Asset Manager's own capacity should be priced separately.

5.3.3 Asset Management Payment

Asset Manager may offer an upfront or periodic payment for Asset Management rights and all value associated with these activities and/or offer the value in a commodity related discount. Alternatively, the Asset Manager may offer a combination of the two.

5.4 Reliability

All gas supply, exchange services and capacity is to be **firm** assuring that natural gas supply services will meet all contractual obligations without fail. If a bidder has the ability to effectuate any of the required supplies and deliveries specified herein on a firm basis through other means, then that should be specified in the Bid.

6.0 Evaluation Duration

The Bidder shall be prepared to leave the proposal open for a ten (10) business-day evaluation period after the submittal deadline.

7.0 Proprietary Data in Proposal

A proposal may include data which the respondent may not want disclosed to the public or used by Atmos for any purpose other than proposal evaluation. Reasonable care will be exercised so that proposal data is not disclosed or used without the respondent's permission, except to meet regulatory filing requirements. Such data filed for regulatory requests shall be filed as confidential information.

8.0 Rejections of Proposal

Atmos reserves the right to reject any or all proposals and to re-solicit for proposals in the event that all proposals are rejected. Any proposal may be modified prior to the submittal deadline by written request of the Bidder.

9.0 Submittal Instructions

Proposals must be received via U.S. Mail, Courier Service or hand delivered in a sealed envelope marked as indicated below on or before **February 29, 2008 at 12:00 p.m. CST**. No other method will be accepted. No proposal will be opened prior to the stated deadline. Any proposals received after the stated deadline will be returned unopened.

Proposals should be marked externally as "Proposal for Natural Gas Service (TN/VA Operations)" and mailed to:

Atmos Energy Corporation
377 Riverside Drive, Suite 201
Franklin, TN 37064-5393
Attn: Deborah Sparkman

Exhibit A – Specific Service Terms

A. All Storage

For all storage agreements in both Area I and Area II, Atmos will be billed for storage injections based on the injection plans attached in Exhibit “D”. Title to storage gas will be held in accordance with the terms of the Agreement. Where operationally feasible, the Asset Manager may optimize storage around Atmos’ operational needs by accelerating or delaying injections/ withdrawals versus the plan. Atmos has a right to change each injection plan monthly by providing notice and a revised plan not less than (5) business days’ prior to the applicable production month to manage inventory and load fluctuations.

B. Area I

SERVICES TO BE PROVIDED TO ATMOS – AREA I:

All of Atmos’ commodity supply requirements will be provided by Asset Manager and are to be delivered on a firm basis to Atmos’ city gates in Area I on a firm basis, and storage injections/withdrawals and pricing will be per the injection plan.

Due to the location of Atmos’ storage downstream on the pipelines serving its distribution systems in Area I, Atmos requests the following specific services:

Barnsley Storage/Egan Exchange (April 1, 2008 through October 31, 2008)

Atmos must have the ability to exchange quantities on a firm basis with Asset Manager at Atmos’ request between the Barnsley Storage location (Texas Gas zone 3) and Columbia Gulf and/or Texas Gas – Egan (the Columbia Gulf Onshore Pool and/or the Texas Gas Zone SL pool can be substituted for Egan if operationally feasible). Typically, requests for delivery to Asset Manager at Barnsley and receipt from Asset Manager at Egan are made during the winter (November through March) and requests for receipt from Asset Manager at Barnsley and delivery to Asset Manager at Egan are made during the summer (April through October). The total estimated quantity to be exchanged is 1,300,000/dth per summer period and 1,300,000/dth per winter period. Exchange quantities during the summer period are estimated up to 15,000 dth/d. Any variance in exchanged volumes shall be eliminated at the end the summer period. In addition, Asset Manager will accommodate storage dead weight tests and other operational requirements associated with Barnsley Storage.

Barnsley Storage Exchange (November 1, 2008 through March 31, 2011)

Atmos must have the ability to exchange quantities on a firm basis with Asset Manager at Atmos’ request where Atmos will deliver gas to the Asset Manager at Barnsley Storage location (Texas Gas zone 3) via storage withdrawals and the Asset Manager must deliver like quantities to Atmos’ Middle Tennessee city gates off of Columbia Gulf. Also, the Asset Manager must have the ability to exchange quantities on a firm basis with Atmos at

Atmos' request and exchange gas purchased by Atmos from the Asset Manager at Columbia Gulf Onshore Pool for gas delivered into Barnsley Storage location (Texas Gas Zone 3). Typically, requests by Atmos to exchange gas from Barnsley for gas delivered to Atmos' Columbia Gulf city gates in the Middle Tennessee Service Area are made during the winter (November through March) and purchases from the Asset Manager at the Columbia Gulf Onshore Pool for exchange by the Asset Manager to Barnsley Storage are made during the summer (April through October). The total estimated quantity to be exchanged is 1,300,000/dth per summer period and 1,300,000/dth per winter period. Exchange quantities during the summer period are up to 15,000 dth/d. Exchange quantities during the winter period can range from zero to 30,000 dth/d. Any variance in exchanged volumes shall be eliminated at the end of each winter period and at the end of each summer period. In addition, Asset Manager will accommodate storage dead weight tests and other operational requirements associated with Barnsley Storage.

Dominion GSS/TGP/ETN Exchange

Atmos must have the ability to exchange quantities on a firm basis with Asset Manager at Atmos' request between the Dominion GSS Storage location at Cornwell (Tennessee Gas Zone 3) and East Tennessee Natural Gas at Greenbrier and/or the Tennessee Gas 500 Leg Pool. Typically, requests for delivery to Asset Manager at GSS Storage and receipt from Asset Manager at East Tennessee Natural at Greenbrier are made during the winter (November through March) and requests for receipt from Asset Manager at GSS Storage and delivery to Asset Manager at the Tennessee Gas 500 Leg Pool are made during the summer (April through October). Exchange quantities during the summer period are estimated at 922 dth/d. Exchange quantities during the winter period can range from zero (0) to 3,256 dth/d. The total estimated quantity to be exchanged is 197,243/dth per summer period and 197,243/dth per winter period. Any variance in exchanged volumes shall be eliminated at the end of each winter period and at the end of each summer period. The Asset Manager will bill Atmos all tariff rates connected to storage service.

Dominion GSS/Middle Tennessee Service Area/TETCO ELA Exchange

Atmos must have the ability to exchange quantities on a firm basis with Asset Manager at Atmos' request between the Dominion GSS Storage locations at Oakford (Texas Eastern M2) and/or Leidy Transco Zone 5) and the Middle Tennessee Service Area (Texas Eastern M1) and/or the Texas Eastern ELA Pool. Typically, requests for delivery to Asset Manager at GSS Storage Oakford and receipt from Asset Manager at the Middle Tennessee Service Area are made during the winter (November through March) and requests for receipt from Asset Manager at GSS Storage Oakford/Leidy¹ and delivery to Asset Manager at the Texas Eastern ELA pool are made during the summer (April through October). The total estimated quantity to be exchanged is 411,765/dth per summer period and 411,765/dth per winter period. Exchange quantities during the summer period are estimated at 2,288 dth/d. Exchange quantities during the winter period can range from zero to 4,800 dth/d. Any variance in exchanged volumes shall be

¹ During the summer injection season, Asset Manager will be required to deliver a minimum of 260,000 Dth at the Transco Leidy location.

eliminated at the end of each winter period and at the end of each summer period. The Asset Manager will bill Atmos all tariff rates connected to storage service.

Pipeline Substitution - Deliveries to Middle Tennessee Service Area

Atmos will accept deliveries from Asset Manager into the Middle Tennessee Service Area (Franklin and Murfreesboro, TN) in exchange for equivalent volumes from the original pipeline locations or pools (as purchased by Atmos) if operationally feasible. The pipelines currently delivering into the Middle Tennessee Service Area (Texas Eastern and Columbia Gulf) as well as local sources of gas directly into the Middle Tennessee Service Area are all available to substitute for one another in similar fashion to the above example if operationally feasible. In all cases, Asset Manager would be credited the pipeline commodity charges that Atmos would have paid had the gas flowed as purchased from the original pipeline location or pool. Asset Manager will be required to contact Atmos prior to using this mechanism for approval.

ASSETS PROVIDED BY ATMOS TO ASSET MANAGER – AREA I:

Please see the description of the contracts under the Area I section of Exhibit “C” attached to this RFP. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity to Asset Manager subject to Asset Manager’s obligation to provide full requirements to Atmos’ distribution systems as operations dictate. Demand charges associated with capacity releases will be billed to Atmos by the Asset Manager on a monthly basis. In addition, the Asset Manager will bill Atmos all transportation commodity charges associated with providing deliveries to Atmos’ city gates.

C. Area II

SERVICES TO BE PROVIDED TO ATMOS – AREA II:

All of Atmos’ commodity supply requirements will be provided by Asset Manager and are to be delivered on a firm basis to Atmos’ city gates in Area II on a firm basis, and storage injections/withdrawals and pricing will be per the injection plan.

Atmos also requests the following specific services:

Pipeline Substitution - Deliveries to East Tennessee Natural

Atmos will accept deliveries from Asset Manager into East Tennessee in exchange for equivalent volumes from the original pipeline locations or pools (as purchased by Atmos) if operationally feasible. The pipelines currently delivering into East Tennessee (Southern Natural, Tennessee Gas, Texas Eastern, and Columbia Gulf) as well as local sources of gas directly into East Tennessee are all available to substitute for one another in similar fashion to the above example if operationally feasible. In all cases, Asset

Manager will be credited the pipeline commodity charges that Atmos would have paid had the gas flowed as purchased by Atmos from the original pipeline location or pool. Asset Manager will be required to contact Atmos prior to using this mechanism for approval.

FS-MA Storage Fill

Atmos will provide Asset Manager with the annual gas supply plan (See Exhibit D) for injection and withdrawal quantities. The total injection quantity will be approximately 835,674/dth. The operational characteristics of this storage can be found on the Tennessee Gas Pipeline bulletin board under Index of Customers. Asset Manager is required to have scheduled the entire quantity tendered at the 100 Leg Zone 0 pool for injection by end of the injection period (October 31) of each contract year.

Contract Storage – Tennessee Gas Pipeline

Atmos will provide the Asset Manager with two storage contracts with the characteristics of FS-PA storage on Tennessee Gas Pipeline. Atmos will plan to ratably fill during the injection period and withdraw during the winter. Atmos' Tennessee Gas Pipeline capacity can be utilized for both injections into and withdrawals from this contract storage. The larger of the two contract storage is at Bear Creek on Tennessee Gas Pipeline with an MSQ of 1,800,000 and the smaller of the two is located on Tennessee Gas Pipeline at Portland with an MSQ of 193,543.

ETN Storage Fill (Saltville Storage)

Atmos will provide Asset Manager with the annual gas supply plan (See Exhibit D) for injection and withdrawal quantities. The total injection quantity will be approximately 200,000 dth/d. The Maximum Daily Injection Quantity is 10,000/dth. Asset Manager is required to have scheduled the entire quantity tendered at the 500 or 800 Leg Pool for injection by end of the injection period (October 31) of each contract year.

ETN LNG Storage Fill

Atmos will provide Asset Manager with the annual gas supply plan (See Exhibit D) for injection and withdrawal quantities. The total injection quantity will be approximately 339,900 dth. The Maximum Daily Injection Quantity is 2,026/dth. Asset Manager is required to have scheduled the entire quantity tendered by end of the injection period (October 31) of each contract year.

ASSETS PROVIDED BY ATMOS TO ASSET MANAGER – AREA II:

Please see the description of the contracts under the Area II section of Exhibit "C" attached to this RFP. To the extent allowed by applicable pipeline tariffs and regulations and subject to the terms of any applicable service agreements, Atmos will release on a recallable basis its transportation and storage capacity to Asset Manager subject to Asset

Manager's obligation to provide full requirements to Atmos' distribution systems as operations dictate. Demand charges associated with capacity releases will be billed to Atmos by the Asset Manager on a monthly basis. In addition, the Asset Manager will bill Atmos all transportation commodity charges associated with providing deliveries to Atmos' city gates. Additional terms for capacity release on certain pipelines are as follows:

Tennessee Gas Pipeline

On Tennessee Gas Pipeline, 20,000 dth/d of capacity has specific routing requirements from the Zone L supply areas and cannot overlap with any of Atmos' gas coming from the Tennessee 100 Leg to Greenbrier. The 20,000 dth/d capacity can only be used for deliveries to Greenbrier. Improper use of this capacity can result in significant pipeline penalties which, if incurred, shall be borne by Asset Manager.

Southern Natural Gas

In lieu of utilizing the Southern Natural capacity to deliver into Atmos' East Tennessee transportation agreement Atmos will allow the Asset Manager to deliver gas to a mutually agreeable substitute East Tennessee receipt location. Before using this option, Asset Manager must obtain the consent of Atmos.

D. Level of Service

For all services designated as "firm", Asset Manager shall be responsible for any penalties incurred on Atmos' transportation or storage Agreements caused by Asset Manager's action or inaction.

Exhibit B

General Items for Both Tennessee & Virginia Service Areas

- ◆ The Parties have agreed to enter into a Gas Purchase and Sale Agreement designed to meet the firm full gas supply requirements of Atmos under favorable terms and conditions throughout this Agreement. All monthly system requirements and storage refill will be made according to the commodity purchase level in the gas supply plan provided by Atmos. Any deviation from the plan must be approved by Atmos.
- ◆ Atmos reserves the right to modify the Plan. Any modifications would be determined and communicated within five (5) days prior to the beginning of each upcoming month.
- ◆ Certain assets may be unused after Asset Manager has supplied Atmos' full gas supply requirements, Asset Manager is willing to assume the obligations and risks that may lead to financial loss which accompany the potential for financial gain in connection with the value optimization of such otherwise unused assets.
- ◆ Asset Manager acknowledges that it is paramount in its role as Asset Manager, that it take no action nor omit to take any action, under any circumstances, the result of which would impair or adversely affect the reliability of Atmos' system or service to its customers.
- ◆ All storage contracts are to be filled to 90% capacity on September 30th of each year, and 95% capacity on October 31st of each year, unless otherwise agreed upon between the Company and the Asset Manager.
- ◆ Unless explicitly stated in this Agreement, Asset manager's rights to storage and associated transportation are secondary to Atmos' rights.
- ◆ "Regulatory Out" language must be included in the agreement addressing the potential of regulations which may render the agreement illegal or unenforceable or materially adversely affecting the ability of Atmos or the Asset Manager to perform this agreement. For either Party;
 1. a court or governmental agency with jurisdiction (including without limitation the Tennessee Regulatory Authority, the Virginia State Corporation Commission or the Federal Energy Regulatory Commission) reverses, withdraws or otherwise modifies, with a result unacceptable to such party in its sole discretion, any applicable law, regulation order, ruling, opinion or other determination believed to be necessary to proceeding with the transactions contemplated under the Agreement;
 2. such change causes the impacted Party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according the terms of the

agreement would be in violation of any applicable law, regulation, order, ruling or opinion, and

3. the Parties are unable, after good faith negotiations, to renegotiate the Agreement to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit.

For Asset Manager if a court or governmental agency with jurisdiction determines that Asset Manager is subject to the jurisdiction of the Tennessee Regulatory Authority or the Virginia State Corporation Commission as a result of the execution, delivery or performance of any Agreement.

- ◆ The selected Asset Manager is responsible for any penalties or incremental costs associated with non-compliance with any rule, regulation, or tariff provision of any Federal, State or local governing entities including Asset Manager's election to deviate from Atmos' planned flowing and storage gas injections and/or withdrawal requirements. In addition, the Asset Manager shall bear sole financial responsibility, and shall pay to the applicable pipeline company (or reimburse Atmos if required to pay) any imbalance or overrun penalty, cost, charge, or cash-out cost (collectively referred to in this Agreement as an "Imbalance Charge") assessed as a result of an over-delivery or under-delivery of gas. Failure to do so could result in the cancellation or termination of any contract entered into as a result of the award at Atmos' sole discretion. Furthermore, should Atmos elect to terminate the agreement, the Asset Manager will be responsible for any and all costs, including any price differentials and reasonable legal fees associated with Atmos replicating the contracted service with a replacement counterparty. All penalties imposed by any pipeline under this agreement due to the actions (or inaction) of the Asset Manager will be the responsibility of the Asset Manager.
- ◆ The Asset Manager will also be required to provide routine and timely documentation of all transactions, utilizing Atmos assets including but not limited to, contracts, volumes, rates, offers made, offers rejected. The Asset Manager shall maintain documents and records of all transactions that utilize Atmos' gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by Atmos and any applicable regulatory authority having jurisdiction. Asset Manager shall comply with all applicable federal and state laws, regulations and orders of regulatory authorities having jurisdiction in connection with its performance of its obligations under the agreement, the use and management of the managed assets and the supply of commodity to Atmos.
- ◆ The winning Bidder will need to provide Atmos' Gas Control department with a summary nomination worksheet. This worksheet will need to contain the current day nomination plus nominations for the next five days. This worksheet will need to be provided every weekday (except holidays) regardless if no changes are to occur. Nominations must reach Atmos' Gas Control by 2:00 pm CST. Attached is a sample worksheet..

- ◆ Actual requirements, during each month, will result in variances from the initial Plan storage estimates. During each month, Atmos will review the variance in the estimated storage levels resulting from actual requirements and the gas purchased, per the Gas Purchase Plan, for the current month. This evaluation may result in a change to the planned purchases for the subsequent months. Atmos will advise the Asset Manager of changes, if any, to the planned purchases for the upcoming month not later than five (5) business days prior to the end of each month.

For operational purposes, both parties agree, that Physical and Plan Storage inventory levels will be in balance and substantially full by October 31st of each year. Both parties agree that the Physical and Plan Storage inventory levels will be substantially in balance by March 31st of each year. Both parties agree that any deviation from the plan must be approved by Atmos.

**EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY**

AREA 1

WEST TENNESSEE (UNION CITY):

Texas Gas Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
SGT	G0750	10/31/2009	5 year	firm no notice		Dubach, Meter 2632 Henry Hub, Meter 2790 Egan, Meter 9003 Mobil-Lowry, Meter 9843	451 2,038 258 178	UCG Z-2, Meter 1836		Includes storage service - MSQ 239,576 Oct - March - 7,495 dth/d April - 7,424 dth/d May - Sept - 4,120 dth/d Nov - March - 2,000 dth/d April - Oct - 1,000 dth/d
STF	T21438	10/31/2009	5 year	short term firm	2,000 w 1,000 s	Champion, Meter 2102 ANR-Calumet, Meter 9173 Egan, Meter 9003 ANR-Eunice, Meter 9880	333 783 677 919	UCG Z-2, Meter 1836		

MIDDLE TENNESSEE:

Columbia Gulf Transmission (CGT)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
FTS1	84924	12/31/2010		firm transport	5,000	CGT Rayne 2700010	5,000	Williamson, Meter 4049 Burwood, Meter 4056 Tritone, Meter 4117 Governors, Meter 4182	1,000 1,000 2,000 1,000	
Contract Trasn	UCG-11005-TN-1	11/1/2008		firm transport	50,000	Mainline				

Texas Eastern Transmission (TE)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
FT-1		10/31/2008	Year-to-year	firm transport	5,000	Pipeline's Master Receipt Point List		UCG Murfreesboro, Meter 70102 UCG Franklin, Meter 70396 UCG Nolensville, Meter 71430 SS-1 Storage, Meter 78511	3,431 2,579 43 1,736	

Dominion Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
GSS	600047	3/31/2011	Year-to-year	storage	4,880	Interconnects TETCO, Transco, Leidy		Interconnects TETCO, Transco, Leidy		MSQ 411,765 MDIQ 2,288 dth/d MDWQ 0 to 4,800 dth/d

Company Owned Storage - Serves both Western Tennessee and Middle Tennessee

Barnesley Storage

MSQ 1,300,000
MDWQ 30,000 dth/d
MDIQ 16,000 dth/d

**EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY**

AREA II

EAST TENNESSEE/VIRGINIA SYSTEM:

<u>Tennessee Gas Pipeline (TGP)</u>									
Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dbltd	Receipt Points	Rept Pt Dbltd	Delivery Points	Divr Pt Dbltd
FT-A	TGP-40876	10/31/2010		firm transport	53,658	Agua Dulce (26081) Zone 0, 100 Leg Johnson Bayou, Zone 1, 800 Leg South Marsh Island 76 P, Zone 1, 500 Leg	20,000 15,000 18,656	East Lobeltville (75 3201), Zone 1, 100 Leg Greenbrier TN 2 (Dual 753101) Zone 1, 500 Leg	6,660 46,966
FT-A	TGP-40878	10/31/2010		firm transport	20,000	Gakveston 395 Zone 0, 100 Leg Agua Dulce (Dual 2 6081) Zone 0, 100 Leg Monte Christo Exchange, Zone 0, 100 Leg Glimore Plant Residue, Zone 0, 100 Leg	4,102 3,000 8,000 8,888	Greenbrier TN 2 (Dual 753101) Zone 1, 500 Leg	20,000
Contract Storage		3/31/2009	5 year	storage	15,000			Compressor Station 47 - Bear Creek	
Contract Storage		3/31/2009	5 year	storage	1,634			Compressor Station 87 - Portland	
FS-MA	TGP-3981	4/1/2008	5 year	storage	20,000			Compressor Station 87 - Portland	
<p>MSQ 1,800,000 MDIQ 12,000 (Zone 1, 100 Leg) MDWQ: Ratchet 1,800,000 to 540,001 - 15,000; MDWQ: Ratchet 540,000 to 360,001 - 12,000; MDWQ: Ratchet 360,000 to 0 - 12,000</p> <p>MSQ 193,543 MDIQ 1,291 (Zone 1, 100 Leg) MDWQ: Ratchet 193,543 to 59,064 - 1,634; MDWQ: Ratchet 59,063 to 38,710 - 1,307; MDWQ: Ratchet 38,709 to 0 - 1,307</p> <p>MSQ 635,674 MDIQ 5,572 MDWQ: Ratchet 835,674 to 250,703 - 20,000; MDWQ: Ratchet 250,702 to 0 - 6,969</p>									
<p>WINTER ONLY - can elect to reduce TQ up to and including the entire TQ for no less than 1 mth and no more than 7 mths (3 mth notice)</p>									

Dominion Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dbltd	Receipt Points	Rept Pt Dbltd	Delivery Points	Divr Pt Dbltd
GSS	300018	3/31/2011	Year-to-year	storage	3,256	TGP @ Cornwell		TGP @ Cornwell	

Southern Natural (SNG)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dbltd	Receipt Points	Rept Pt Dbltd	Delivery Points	Divr Pt Dbltd
FT	FSNG239	8/31/2010	Year-to-year	firm transport	2,553	Main Pass 69, Point Code 016400	2,553	East TN - Cleveland to ETNG #1, Point Code 790300	2,553
FT	FSNG239	8/31/2010	Year-to-year	firm transport	15,315	Main Pass 69, Point Code 016400 Mississippi Canyon 194, Point Code 022400 Vioeca Knoll 989 - BP, Point Code 028600 See Robin-ERATH to SNG, Point Code 805300	5,000 8,000 1,000 1,000	East TN - Cleveland to ETNG #1, Point Code 790300	15,000

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

AREA II (continued)

EAST TENNESSEE/VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETNG)

Base Schedule Contract # Termination Bonavala

FT-A ETN 3077/R2 10/31/2010 5 year

MDQ Dthd Receipt Points Service

52,833 410 Storage Withdrawal, Meter 57000 firm transport

Rep Pt Dthd

52,833

Delivery Points

UCG Bristol, Meter 59002
KUB West, Meter 59005
UCG Blacksburg, Meter 59010
UCG Pulaski, Meter 59013
UCG Radford, Meter 59022
UCG Columbia West, Meter 59026
UCG Morristown, Meter 59027
UCG Johnson City East, Meter 59028
Rockford, Meter 59033
UCG Maryville, Meter 59046
UCG Maryville East, Meter 59048
UCG Greenville, Meter 59049
UCG Johnson City West, Meter 59050
UCG Kingsport South, Meter 59051
UCG Columbia North, Meter 59055
Rockford, Meter 59059
UCG Shelbyville, Meter 59061
Mead, Meter 59066
UCG Kingsport North, Meter 59067
UCG Wilhelmsville, Meter 59069
UCG Elizabethton, Meter 59070
UCG Bountville, Meter 59071
UCG Benton North, Meter 59074
UCG Marion, Meter 59075
UCG Abingdon West, Meter 59076
UCG Dublin, Meter 59077
UCG Lynchburg, Meter 59083
Olin, Meter 59090
UCG Spontex, Meter 59095
UCG Rockford North, Meter 59103
UCG Lynchburg Portable (Fuel), Meter 59104
UCG Mallow, Meter 59109
UCG Marion East, Meter 59116
UCG Abingdon East, Meter 59117
UCG Radford East, Meter 59118
UCG Glade Springs, Meter 59119
UCG Marion North, Meter 59120
UCG Chilhowie, Meter 59121
UCG Rural Retreat, Meter 59122
UCG Gray, Meter 59125
UCG Gray, Meter 59126
UCG Tri Cities, Meter 59127
UCG Miller Park, Meter 59128
UCG Boones Creek, Meter 59129
UCG Abingdon, Meter 59130
UCG Maryville West, Meter 59145
Royal Ordnance-Holston Army Arm Plant, Mtr 59164
UCG Glade Highlands, Meter 59185
TN Eastman Chemical Corp, Meter 59206

Comments

WINTER ONLY - for UNGS #33245
withdrawals only. For peaking purposes
only - under OFO & NNS

Dthd Pt

1,937
4,020
1,976
833
1,159
2,472
2,368
1,804
2,200
5,751
1,044
1,877
1,507
1,787
1,562
973
1,972
2,500
48
881
1,280
499
1,035
827
596
591
106
1,000
166
53
22
29
12
340
33
45
103
69
26
210
41
22
8
3,004
881
238
750
100
2,000

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

AREA II (continued)

EAST TENNESSEE/VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETNG)

Bate Schedule	Contract #	Termination	Renewals	Service	MDQ	Receipt Points	Rec'd Pt Div'd	Delivery Points	Delv Pt Div'd	Comments
FT-A	ETN 307742	10/31/2010	5 year	firm transport	84,588	El Paso-Rüdelop Receiving, Meter 53101 El Paso-Lobelville Receiving, Meter 53201 Dickenson Co Receiving, Meter 59315	65,361 6,660 12,567	UCG Bristol, Meter 59002 UCG Blackburn, Meter 59010 UCG Pullaski, Meter 59013 UCG Radford, Meter 59022 UCG Morristown, Meter 59027 UCG Johnson City East, Meter 59028 UCG Maryville, Meter 59046 UCG Maryville East, Meter 59048 UCG Greenville, Meter 59049 UCG Johnson City West, Meter 59050 UCG Kingsport South, Meter 59051 Rockford, Meter 59059 UCG Shelbyville, Meter 59061 UCG Kingsport North, Meter 59067 UCG Wytheville, Meter 59069 UCG Elizabethton, Meter 59070 UCG Blountville, Meter 59071 UCG Bristol North, Meter 59074 UCG Marion, Meter 59075 UCG Abingdon West, Meter 59076 UCG Dublin, Meter 59077 UCG Lynchburg, Meter 59083 UCG Rockford North, Meter 59103 UCG Lynchburg Portable (Fuel), Meter 59104 UCG Mallow, Meter 59109 UCG Lowland, Meter 59115 UCG Marion East, Meter 59118 UCG Abingdon East, Meter 59117 UCG Radford East, Meter 59118 UCG Glade Springs, Meter 59119 UCG Marion North, Meter 59120 UCG Chilhowie, Meter 59121 UCG Rural Retreat, Meter 59122 UCG Merton, Meter 59125 UCG Gray, Meter 59126 UCG TH Cities, Meter 59127 UCG Miller Park, Meter 59128 UCG Boones Creek, Meter 59129 UCG Abingdon, Meter 59130 UCG Maryville West, Meter 59145 UCG Morristown South, Meter 59155	5,981 6,067 2,576 3,500 2,773 5,431 5,663 1,866 6,388 2,963 4,870 2,127 6,138 255 2,460 4,063 1,361 2,819 2,339 1,365 1,763 322 38 98 104 4 94 1,016 104 85 411 143 79 1,118 216 134 164 482 1,950 275 5,000	

AREA II (continued)

EAST TENNESSEE/VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETNG)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dthd	Receipt Points	Rpt Pt Dthd	Delivery Points	Dlvr Pt Dthd	Comments
FT	ETN 34538R2	10/31/2010	5 year	firm transport	27,500	SONAT Bradley, Meter 59311 Dickerson Co., Meter #59315 Saltville Stg Withdrawal, Meter #59777	17,500 4,000 6,000	UCG Bristol, Meter 59002 UCG Blacksburg, Meter 59010 UCG Johnson City West, Meter 58050 UCG Kingsport South, Meter 58051 Saltville Stg Injection, Meter 59766	7,500 3,000 3,000 4,000 10,000	
FT-A	ETN 410243R1	3/31/2009	5 year	firm transport	1,500	TETCO, Hartsville, TN, Meter #59330	1,500	UCG Blacksburg, Meter #59010		Patrol - covers Roanoke, VA
FT-A	ETN 410274R1	10/31/2016	5 year	firm transport	1,500	Saltville LLC, Stg Withdrawal, Meter #59770	1,500	Roanoke West Salem, Meter #59198		
FT-LNGS	ETN 33245	10/31/2010	5 year	storage	38,547					MSQ 339,900 - Max rates - FT 30777R2 is used for withdrawals only.

Virginia Gas Pipeline

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dthd	Receipt Points	Rpt Pt Dthd	Delivery Points	Dlvr Pt Dthd	Comments
FT	UCG-10243	4/17/2012	Year-to-year	firm transport	20,000	Saltville Meter Site, Meter 759777	20,000	Marion Wytheville Dublin Pittsford Radford	6,000 4,000 2,500 5,000 2,500	
FSS	UCG-10242	4/30/2011		storage	30,000					MSQ 300,000 MDIQ 15,000 MDWQ 30,000
FSS	UCG-10554	7/11/2002	5 year	storage	3,000					MSQ 180,000 MDIQ 3,000 MDWQ 3,000

1/3/2008

EXHIBIT D
ATMOS ENERGY CORPORATION
April 1, 2008 to March 31, 2009 Supply Plan
Union City, TN
"WEST TENNESSEE SYSTEM"
AREA I

	30	31	30	31	30	31	30	31	30	31	30	31	30	31	30	31	30	31	30	31	30	31	30	31
	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d	dth/d
SYSTEM REQUIREMENTS:																								
Daily	712	281	179	177	202	198	299	1,331	2,425	2,853	2,380	1,409												
Monthly	21,374	8,694	5,366	5,482	6,269	5,945	9,271	39,315	75,187	88,429	68,034	43,680												
Storage																								
SGT #G705																								
239,576 MSQ	348	673	1,391	1,346	1,346	1,391	336	(759)	(1,835)	(1,835)	(1,962)	(1,101)												
Est. Ending Balance 31,000	10,429	20,858	41,715	41,715	41,715	41,715	10,429	22,760	56,899	56,899	56,899	34,140												
Barnsley - 20,000 MSQ																								
Daily	32	61	126	122	122	126	31	(63)	(153)	(153)	(164)	(92)												
Monthly	948	1,895	3,790	3,790	3,790	3,790	948	1,900	4,750	4,750	4,750	2,850												
Est. Ending Balance 1050																								
Total Storage Injections/(Withdrawals)																								
Daily	380	734	1,517	1,468	1,468	1,517	367	(822)	(1,988)	(1,988)	(2,126)	(1,193)												
Monthly	11,376	22,783	45,509	45,505	45,505	45,505	11,376	(24,566)	(61,628)	(61,628)	(61,654)	(36,983)												
Flowing Gas:																								
STF #T21483																								
Daily	1,092	1,015	1,696	1,645	1,670	1,715	886	509	437	885	254	216												
Monthly	32,750	31,451	50,871	50,967	51,774	51,450	20,647	15,265	13,559	26,801	7,390	6,597												

NOTE: This storage is paid back to Texas Gas during the following Summer.

12/28/2007

EXHIBIT D
ATMOS ENERGY CORPORATION
April 1, 2008 to March 31, 2009 Supply Plan
(Columbia/Murfreesboro/Franklin)
"MID-TENNESSEE SYSTEM"
AREA I

	Beginning Balance (Qtr)	April dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sept dth/d	Oct dth/d	Nov dth/d	Dec dth/d	Jan dth/d	Feb dth/d	Mar dth/d
		30	31	30	31	31	30	31	30	31	31	29	31
SYSTEM REQUIREMENTS	Daily	14,704	7,014	5,888	5,170	4,969	6,029	11,485	27,128	41,454	48,639	39,925	26,603
	Monthly	444,134	217,423	167,632	160,264	154,031	180,880	336,026	843,853	1,281,081	1,507,679	1,157,828	824,701
STORAGE INJECTIONS(WITHDRAWALS)													
Donitron GSS #60047(via TETCO)	Daily	0	1,010	2,085	2,235	2,235	2,185	2,085	(1,304)	(3,155)	(3,155)	(3,372)	(1,893)
	Monthly		30,313	64,956	69,287	69,287	64,956	64,956	39,116	97,794	97,794	97,794	58,677
Bamsley Storage (via CGT)	Daily	26,800	2,027	3,923	8,107	7,845	8,107	1,961	(4,053)	(9,806)	(9,806)	(10,483)	(5,884)
	Monthly		60,800	121,600	243,200	243,200	243,200	60,800	121,600	304,000	304,000	304,000	182,400
Total		26,800	3,037	6,018	10,417	10,080	10,272	4,056	(5,357)	(12,961)	(12,961)	(13,855)	(7,777)
TOTAL PURCHASES	Daily	17,741	13,032	16,005	15,250	15,049	16,301	15,541	21,771	28,493	35,678	26,070	18,826
	Monthly	532,230	403,982	490,150	472,750	455,518	493,030	481,771	653,130	883,283	1,106,018	756,030	583,806
SUPPLY (in order of Flow)													
TETCO - Contracted Trasn (up to 5,000/d)		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
CGT - Contracted Trasn (up to 50,000/d)		10,714	4,109	2,898	2,405	2,204	3,194	8,580	16,771	23,493	30,678	21,070	13,826
TGT via Bamsley		2,027	3,923	8,107	7,845	7,845	8,107	1,961	0	0	0	0	0
Total Flowing Gas Purchase	Daily	17,741	13,032	16,005	15,250	15,049	16,301	15,541	21,771	28,493	35,678	26,070	18,826
	Monthly	532,230	403,982	490,150	472,750	455,518	493,030	481,771	653,130	883,283	1,106,018	756,030	583,806

EXHIBIT D
ATMOS ENERGY CORPORATION
 April 1, 2008 to March 31, 2009 Supply Plan
 (Johnson City, Elizabethton, Bristol, etc.)
"EAST TENNESSEE SYSTEM"
AREA II

	30	31	31	30	31	31	30	31	31	30	31	31	29	31
	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar		
dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d	dtb/d
Daily	35,553	22,290	18,757	16,912	17,251	18,214	30,823	48,561	70,078	81,915	71,446	52,742		
Monthly	1,066,900	690,391	562,707	524,482	534,953	548,414	945,525	1,448,923	2,172,464	2,538,357	2,371,859	1,635,901		

Planned Storage Injections/(Withdrawals)**TGP Storage Account:**

Contracted Storage TGP (2032) MDIQ= 15,000

Contracted Storage TGP (4033) MDIQ= 1,034

TGP FSA-K5981 MDIQ= 20,000

TOTAL TGP MDIQ = 36,034**"ETN Storage Facilities"**

LNGS ETN #62245 MDIQ= 2,026

Contracted Storage (B) MDIQ= 1,098

Salvile A MDIQ= 10,000

Dominion GSS K690018 MDIQ= 1,096

TOTAL DAILY STORAGE**TOTAL MONTHLY STORAGE****SUPPLY (in order of flow)**

	TGP MDIQ	NET OF STORAGE
Term (Zone 0) (20,000) 100%		
Term (Zone 1) (59,899) 100%		
TGP FSA-K5981 & ETN #62245 (up to 73,694) LESS STORAGE	73,694	37,022
NORA (12,272)		
Total BaseLoad		

Incremental, as required:
 Serial ETN #62245 + #62060 up to 17,500d**Total Flowing Gas Purchase**

Daily Monthly

20,244	21,541	30,237	27,863	28,022	29,754	24,311	26,841	29,629	41,465	29,651	23,563	730,463
877,320	667,765	909,916	855,166	869,867	892,628	753,653	751,239	915,499	1,289,406	842,479	730,463	

EXHIBIT E
Atmos Energy Corporation
Mid-States Division

Bidding Company: _____

Contact Name: _____
Contact Phone #: _____
Contact Email: _____

Index Based Commodity Bid - Area I

AREA 1

Western Tennessee: Union City

Base Load Supply:

Texas Gas Transmission, Zone 1	(IFERC TGT Zone 1 + NGI TGT Zone 1 + NYMEX Close) / 3	(+) or (-) \$ _____ per dth
Texas Gas Transmission, Zone SL Pool	(IFERC TGT Zone SL + NGI TGT Zone SL + NYMEX Close) / 3	(+) or (-) \$ _____ per dth
Delivered Supply to Barnsley Storage*	(IFERC TGT Zone SL + NGI TGT Zone SL + NYMEX Close) / 3	(+) or (-) \$ _____ per dth

Exchange Service:

Barnsley to UC City Gate* \$ _____ per dth

Swing Supply:

Texas Gas Transmission, Zone 1	Gas Daily Daily TGT Zone 1 Midpoint	(+) or (-) \$ _____ per dth
Texas Gas Transmission, Zone SL Pool	Gas Daily Daily TGT Zone SL Midpoint	(+) or (-) \$ _____ per dth
Barnsley to UC City Gate		\$ _____ per dth

Middle Tennessee: Columbia, Murfreesboro & Franklin

Base Load Supply:

Delivered Supply to Barnsley Storage* (Summer Only)	(IFERC TGT Zone SL + NGI TGT Zone SL + NYMEX Close) / 3	(+) or (-) \$ _____ per dth
Columbia Gulf Transmission, ML Pool (4/1/08 to 10/31/08)	(IFERC CGT Mainline + NGI CGT Mainline + NYMEX Close) / 3	(+) or (-) \$ _____ per dth
Delivered Supply to Atmos' CGT City Gate* (11/1/08 to 3/31/11) (up to 50,000/d; up to 74,000/d Dec-Feb)	(IFERC CGT Mainline + NGI CGT Mainline + NYMEX Close) / 3	(+) or (-) \$ _____ per dth

Texas Eastern Transmission Co., ELA (4/1/08 to 10/31/08)	(IFERC TETCO, ELA + NGI TETCO, ELA + NYMEX Close) / 3	(+) or (-) \$ _____ per dth
Delivered Supply to Atmos' TETCO City Gate* (11/1/08 to 3/31/11) (up to 5,000/d)	(IFERC TETCO, ELA + NGI TETCO, ELA + NYMEX Close) / 3	(+) or (-) \$ _____ per dth

Swing Supply:

Columbia Gulf Transmission, ML Pool (4/1/08 to 10/31/08)	Gas Daily Daily CGT Mainline Midpoint	(+) or (-) \$ _____ per dth
Delivered Supply to Atmos' CGT City Gate* (11/1/08 to 3/31/11)	Gas Daily Daily CGT Mainline Midpoint	(+) or (-) \$ _____ per dth

*If there are any incremental demand charges or fuel, please note in comment section.

Comments or special provisions: _____

Annual Upfront Payment Bid - Area I

1) Annual Value of Services Provided to Atmos: \$ _____
(Positive signifies payment to Atmos, negative signifies credit from Atmos)

2) Annual Value of Assets Provided by Atmos to Proposer: \$ _____
(Positive signifies payment to Atmos, negative signifies credit from Atmos)

Total) Annual Net Deal: \$ _____
(Sum of items 1 and 2. Positive signifies payment to Atmos, negative signifies credit from Atmos)

Note: The Bid for Asset Management rights and the value associated with these activities may be offered in the form of an Annual Upfront Payment and/or in the form of a Commodity Related Discount.

EXHIBIT E
Atmos Energy Corporation
Mid-States Division

Bidding Company: _____

Contact Name : _____
 Contact Phone #: _____
 Contact Email: _____

Index Based Commodity Bid - Area II

AREA II

East Tennessee: Bristol, Greeneville, Johnson City, Kingsport, Maryville, Morristown & Shelbyville
Virginia: Blacksburg, Bristol/Abingdon, Dublin/Pulaski/Radford and Marion/Wytheville

Base Load Supply

Tennessee Gas Pipeline Zone 1, 500 leg	(IFERC TGP 500 Leg + NGI TGP 500 Leg + NYMEX Close) / 3	(+) or (-)	\$ _____	per dth
Tennessee Gas Pipeline Zone 1, 800 leg	(IFERC TGP 800 Leg + NGI TGP 800 Leg + NYMEX Close) / 3	(+) or (-)	\$ _____	per dth
Tennessee Gas Pipeline Zone 0, 100 leg	(IFERC TGP Zone 0 + NGI TGP Zone 0 + NYMEX Close) / 3	(+) or (-)	\$ _____	per dth
Southern Natural Gas Company	(IFERC SONAT LA + NGI SONAT + NYMEX Close) / 3	(+) or (-)	\$ _____	per dth

Swing Supply

Tennessee Gas Pipeline Zone 1, 500 leg	Gas Daily Daily TGP, Zone 1, 500 Leg Midpoint	(+) or (-)	\$ _____	per dth
Tennessee Gas Pipeline Zone 1, 800 leg	Gas Daily Daily TGP, Zone 1, 800 Leg Midpoint	(+) or (-)	\$ _____	per dth
Tennessee Gas Pipeline Zone 0, 100 leg	Gas Daily Daily TGP, Zone 0, 100 Leg Midpoint	(+) or (-)	\$ _____	per dth
Southern Natural Gas Company	Gas Daily Daily, SONAT Midpoint	(+) or (-)	\$ _____	per dth

Comments or special provisions: _____

Annual Upfront Payment Bid - Area II

1) Annual Value of Services Provided to Atmos: \$ _____
 (Positive signifies payment to Atmos, negative signifies credit from Atmos)

2) Annual Value of Assets Provided by Atmos to Proposer: \$ _____
 (Positive signifies payment to Atmos, negative signifies credit from Atmos)

Total) Annual Net Deal \$ _____
 (Sum of items 1 and 2. Positive signifies payment to Atmos, negative signifies credit from Atmos)

EXHIBIT E
Atmos Energy Corporation
Mid-States Division

Bidding Company: _____ Contact Name: _____
Contact Phone #: _____
Contact Email: _____

Index Based Commodity Bid - Area I and Area II

AREA 1

Western Tennessee: Union City

Base Load Supply:
Texas Gas Transmission, Zone 1 (IFERC TGT Zone 1 + NGI TGT Zone 1 + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Texas Gas Transmission, Zone SL Pool (IFERC TGT Zone SL + NGI TGT Zone SL + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Delivered Supply to Barnsley Storage* (IFERC TGT Zone SL + NGI TGT Zone SL + NYMEX Close) / 3 (+) or (-) \$ _____ per dth

Exchange Service:
Barnsley to UC City Gate* \$ _____ per dth

Swing Supply:
Texas Gas Transmission, Zone 1 Gas Daily Daily TGT Zone 1 Midpoint (+) or (-) \$ _____ per dth
Texas Gas Transmission, Zone SL Pool Gas Daily Daily TGT Zone SL Midpoint (+) or (-) \$ _____ per dth
Barnsley to UC City Gate \$ _____ per dth

Middle Tennessee: Columbia, Murfreesboro & Franklin

Base Load Supply:
Delivered Supply to Barnsley Storage* (Summer Only) (IFERC TGT Zone SL + NGI TGT Zone SL + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Columbia Gulf Transmission, ML Pool (4/1/08 to 10/31/08 (IFERC CGT Mainline + NGI CGT Mainline + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Delivered Supply to Atmos' CGT City Gate* (11/1/08 to 3/ (IFERC CGT Mainline + NGI CGT Mainline + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
(up to 50,000/d; up to 74,000/d Dec-Feb)

Texas Eastern Transmission Co., ELA (4/1/08 to 10/31/08 (IFERC TETCO, ELA + NGI TETCO, ELA + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Delivered Supply to Atmos' TETCO City Gate* (11/1/08 to (IFERC TETCO, ELA + NGI TETCO, ELA + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
(up to 5,000/d)

Swing Supply:
Columbia Gulf Transmission, ML Pool (4/1/08 to 10/31/08 Gas Daily Daily CGT Mainline Midpoint (+) or (-) \$ _____ per dth
Delivered Supply to Atmos' CGT City Gate* (11/1/08 to 3/ Gas Daily Daily CGT Mainline Midpoint (+) or (-) \$ _____ per dth

*If there are any incremental demand charges or fuel, please note in comment section.

AREA II

East Tennessee: Bristol, Greeneville, Johnson City, Kingsport, Maryville, Morristown & Shelbyville
Virginia: Blacksburg, Bristol/Abingdon, Dublin/Pulaski/Radford and Marion/Wytheville

Base Load Supply
Tennessee Gas Pipeline Zone 1, 500 leg (IFERC TGP 500 Leg + NGI TGP 500 Leg + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Tennessee Gas Pipeline Zone 1, 800 leg (IFERC TGP 800 Leg + NGI TGP 800 Leg + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Tennessee Gas Pipeline Zone 0, 100 leg (IFERC TGP Zone 0 + NGI TGP Zone 0 + NYMEX Close) / 3 (+) or (-) \$ _____ per dth
Southern Natural Gas Company (IFERC SONAT LA + NGI SONAT + NYMEX Close) / 3 (+) or (-) \$ _____ per dth

Swing Supply
Tennessee Gas Pipeline Zone 1, 500 leg Gas Daily Daily TGP, Zone 1, 500 Leg Midpoint (+) or (-) \$ _____ per dth
Tennessee Gas Pipeline Zone 1, 800 leg Gas Daily Daily TGP, Zone 1, 800 Leg Midpoint (+) or (-) \$ _____ per dth
Tennessee Gas Pipeline Zone 0, 100 leg Gas Daily Daily TGP, Zone 0, 100 Leg Midpoint (+) or (-) \$ _____ per dth
Southern Natural Gas Company Gas Daily Daily, SONAT Midpoint (+) or (-) \$ _____ per dth

Comments or special provisions: _____

Annual Upfront Payment Bid - Combined Areas I and II

- 1) Annual Value of Services Provided to Atmos: \$ _____
(Positive signifies payment to Atmos, negative signifies credit from Atmos)
- 2) Annual Value of Assets Provided by Atmos to Proposer: \$ _____
(Positive signifies payment to Atmos, negative signifies credit from Atmos)
- Total) Annual Net Deal: \$ _____
(Sum of items 1 and 2. Positive signifies payment to Atmos, negative signifies credit from Atmos)

EXHIBIT F
ATMOS ENERGY CORPORATION - SAMPLE NOMINATION SHEET

TEXAS GAS TRANSMISSION (TGT) - UNION CITY

NOMINATED VOL'S-FEB 200X 1/28/200X 4:05:40 PM

FAX # (123) 456-7890

John Smith (123) 456-7891 EXT 111 PRIMARY

Jane Doe (123) 456-7891 EXT 112 MANAGER

	REVISED (INTRADAY) UPDATED (TIMELY)	IF REVISED INPUT TIME YES OR NO	Wed	Thurs	Fri	Sat	Sun	Mon	Tues
			2/21/200X	2/22/200X	2/23/200X	2/24/200X	2/25/200X	2/26/200X	2/27/200X
FIRM SUPPLY			-	-	-	-	-	-	-
IT SUPPLY			-	-	-	-	-	-	-
NO NOTICE AVAILABLE			-	-	-	-	-	-	-
AGENCY END-USERS			-	-	-	-	-	-	-
3RD PARTY NOMS			-	-	-	-	-	-	-
TOTAL SYSTEM SUPPLY FOR COLUMBUS			-	-	-	-	-	-	-

MIDQ (MAX INJ)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
MDWQ (MAX W/D)	22,009	22,009	22,009	22,009	22,009	22,009	22,009	22,009	22,009

TN-VA SUPPLIER LIST FOR RFP's

Blake Bastien
CenterPoint Energy Gas Mktg Co.
470 N. Kirkwood Road, Suite 200
St. Louis, MO 63122-3912
(314) 991-7493
(314) 991-7501 Fax
blake.bastien@centerpointenergy.com

Stefanie Katz
Semptra Energy Trading
58 Commerce Road
Stamford, CT 06902
(203) 355-5060
(203) 355-6115 Fax
skatz@sempratrading.com

Michael Brown
Sequent Energy Marketing
1200 Smith Street
Suite 900
Houston, TX 77002
(832) 397-3740
(832) 397-1709 Fax
mbrown@sequentenergy.com

Gene Krupinski
Director, Midwest Origination
Occidental Energy Marketing
11800 South 75th Ave., Ste 304
Palos Heights, IL 60463
(708) 712-6194
eugene_krupinski@oxy.com
IM: gkrupinski

Jake Woodall
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(832) 473-7138
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(713) 688-7771, Ext 144
(713) 688-6668 Fax
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Preston Roobaert
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501 Westlake Park Blvd.
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(281) 366-5922/366-4203
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Fortis Energy Marketing & Trading
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Tenaska Marketing Ventures
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Devon Energy Corporation
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Melinda Dillingham
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(713) 656-9276
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200 Allegheny Center Mall
Pittsburgh, PA 15212
(412) 395-2627/3175
(412) 395-3335 Fax
bshafran@eqt.com

Donna Worley
Coral Energy Resources (Shell)
909 Fannin Street
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Houston, TX 77010
(713) 767-5587/5464
(713) 265-5474 Fax
dworley@coral-energy.com

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errfp@oge.com RFP Mailbox

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cell: (732) 299-6019
aol im: khump00

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Fax: 281.781.0360
Cell: 281-744-1678
AOL Address: ToddMooreEagle

Stacey L. Dover
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713.375.6392 fax
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Enterprise
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281-728-4685 (cell)
mausmith@eprod.com

Tim Hale
South Jersey Energy Solutions
1 South Jersey Plaza, Route 54
Folsom, NJ 08037
609-561-9000 Ext. 4230
Cell: 609-289-1611
Fax: 609-561-2372
thale@sjindustries.com

Roy Rodriguez
Integrays Energy Services
500 W. Madison St.
Suite 3300
Chicago, IL 60661
312-681-1878
312-446-6981 Cell
rodriguez@integraysenergy.com

emailed RFP to:
Monte Mariani
DTE Energy Trading
414 S. Main St.
Ann Arbor, MI 48182
734-887-4044 Office
734-564-8560 Cell
marianim@dteenergy.com

**Atmos to seek bids for its Tennessee/Virginia
Operations**

Atmos Energy Corporation is soliciting bids for bundled gas supply and asset management services for its Tennessee/Virginia operations. The annual gas requirement is approximately 22 Bcf. The service will commence on April 1, 2008 and will continue for a term of three (3) years

For questions and/or to obtain an RFP package contact:

Atmos Energy Corporation
Becky Buchanan, Mgr., Regional Gas Supply; or
Deborah Sparkman, Gas Supply Specialist
377 Riverside Drive, Suite 201
Franklin, TN 37064

becky.buchanan@atmosenergy.com
(615) 261-2248

deborah.sparkman@atmosenergy.com
(615) 261-2245

Bids must be received by Atmos by 12:00 Noon CST, February 29, 2008. Bids should remain valid for a ten day (10) evaluation period. After that time, all respondents in the RFP process and the successful bidder will be notified.

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)
)
REQUEST OF ATMOS ENERGY) **Docket No.** _____
CORPORATION FOR APPROVAL)
OF CONTRACT(S) REGARDING GAS)
COMMODITY REQUIREMENTS AND)
MANAGEMENT OF TRANSPORTATION/)
STORAGE CONTRACTS)
)

PROTECTIVE ORDER

To expedite the flow of filings, exhibits and other materials, and to facilitate the prompt resolution of disputes as to the confidentiality of material, adequately protect material entitled to be kept confidential and to ensure that protection is afforded only to material so entitled, the Tennessee Regulatory Authority ("TRA") hereby orders that:

1. For the purpose of this Protective Order ("Order"), proprietary or confidential information, hereinafter referred to as CONFIDENTIAL INFORMATION, shall mean documents, testimony, or information in whatever form which the producing party, in good faith, and based on reasonable inquiry, deems to contain trade secrets, confidential research, development or other sensitive information protected by state or federal law, regulation or rule, and which has been specifically designated by the producing party. A producing party is defined as the party creating the CONFIDENTIAL INFORMATION as well as the party having actual physical possession of information produced pursuant to this Order. All summaries, notes, extracts, compilations or other direct or indirect reproduction from or of any protected materials, shall be entitled to protection under this Order. Documents containing CONFIDENTIAL INFORMATION shall be conspicuously

and specifically labeled as “CONFIDENTIAL” on each page containing CONFIDENTIAL INFORMATION and on the cover page. The documents must be produced in a way that will clearly identify to others that it contains CONFIDENTIAL INFORMATION. Any document so designated shall be handled in accordance with this Order. The provisions of any document containing CONFIDENTIAL INFORMATION may be challenged under paragraph 12 of this Order.

2. Any individual or company subject to this Order, including producing parties or persons reviewing CONFIDENTIAL INFORMATION, shall act in good faith in discharging their obligations hereunder. Parties or nonparties subject to this Order shall include the Office of the Attorney General. Anything else in this Order to the contrary notwithstanding, if parties other than the Office of the Attorney General are permitted to intervene, they will be allowed access to Confidential Information only to the extent and under the conditions permitted by separate order.

3. Subject to and without modifying the provision of paragraph 2, above, CONFIDENTIAL INFORMATION shall be disclosed only to the following persons:

- (a) counsel of record for the parties in this case and associates, secretaries, and paralegals actively engaged in assisting counsel of record in this docket and any appeals therefrom;
- (b) in-house counsel for the parties;
- (c) officers, directors, or employees of the parties, including employees of the Office of the Tennessee Attorney General; provided, however, that CONFIDENTIAL INFORMATION shall be shown only to those persons having a need to know;
- (d) TRA Directors and members of the staff of the TRA;
- (e) outside consultants and expert witnesses employed or retained by the parties or their counsel, who have access to CONFIDENTIAL INFORMATION solely for evaluation, testing, testimony, preparation for trial or other services related to this docket, provided that to the extent that any party seeks to

disclose CONFIDENTIAL INFORMATION to any outside consultant or expert witness who is expected to testify on that party's behalf, the party shall give five (5) days written notice to the producing party of intention to disclose CONFIDENTIAL INFORMATION. During such notice period, the producing party may move to prevent or limit disclosure for cause, in which case no disclosure shall be made until the TRA, the Hearing Officer, the Administrative Law Judge or court rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be filed within three (3) days after service of the notice. Pre hearing conferences may be called to confer with the parties on the Motions to Limit Disclosure. All service shall be by hand delivery or by facsimile.

Under no circumstances shall any CONFIDENTIAL INFORMATION be disclosed to or discussed with anyone associated with the marketing of services in competition with the products, goods or services of the producing party.

4. Prior to disclosure of CONFIDENTIAL INFORMATION to any of the authorized persons, the counsel representing the party who is to receive the CONFIDENTIAL INFORMATION shall provide a copy of this Order to the recipient Director, staff member, employee or, officer, who shall be bound by the terms of this Order. Prior to disclosure of CONFIDENTIAL INFORMATION to any outside consultant or expert witness employed or retained by a party, counsel shall provide a copy of this Order to such outside consultant or expert witness, who shall sign an Affidavit in the form of that attached to this Order attesting that he or she has read a copy of this Order, that he or she understands and agrees to be bound by the terms of this Order, and that he or she understands that unauthorized disclosure of the documents labeled "CONFIDENTIAL" constitutes a violation of this Order. This Affidavit shall be signed in the presence of and be notarized by a notary public. Counsel of record for each party shall provide the producing party a copy of each such Affidavit for retained experts expected to be called as a witness at the hearing of this matter and shall keep the

Affidavits executed by all experts or consultants retained by that party, whether or not expected to be called as a witness, on file in their respective offices.

5. If any party or non party subject to this Order inadvertently fails to label documents as “CONFIDENTIAL” in accordance with the provisions of this Order when producing such documents, such failure shall not constitute a waiver of confidentiality, provided the party or non party who has produced the document shall notify the recipient of the document in writing within five (5) days of discovery of such inadvertent failure to label the document as “CONFIDENTIAL.” At that time, the recipients will immediately treat the subject document as CONFIDENTIAL INFORMATION. In no event shall the TRA, or any other party to this Order, be liable for any claims or damages resulting from the disclosure of a document while not so labeled as “CONFIDENTIAL.” An inadvertent failure to label a document as “CONFIDENTIAL” shall not, in any way, affect the TRA's determination as to whether the document is entitled to CONFIDENTIAL INFORMATION status.

6. Any papers filed in this proceeding that contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order, or any information contained therein, shall be filed with the TRA in sealed envelopes labeled “CONFIDENTIAL.” The filing party shall also include with the filing a public version of the papers with any CONFIDENTIAL INFORMATION redacted. Only the redacted public version may be placed in the TRA’s public file and/or posted on the TRA website. Each sealed envelope shall be labeled to reflect the style and docket number of this proceeding and to identify the subject matter of the content of the sealed envelope. The envelopes shall be maintained in a locked filing cabinet. The envelopes shall not be opened or their contents reviewed by anyone except upon order by the TRA, Hearing Officer, or

Administrative Law Judge after due notice to counsel of record. Notwithstanding the foregoing, the Directors and the staff of the TRA may review any paper filed as CONFIDENTIAL INFORMATION and labeled “CONFIDENTIAL” without obtaining an order of the TRA, Hearing Officer, or Administrative Law Judge, provided the Directors and staff maintain the confidentiality of the paper in accordance with the terms of this Order.

7. Documents, information and testimony designated as CONFIDENTIAL INFORMATION and labeled “CONFIDENTIAL,” in accordance with this Order, may be disclosed in testimony at the Hearing on the merits of this proceeding and offered into evidence in any hearing related to this action, subject to the applicable Rules of Evidence and to such future orders as the TRA, Hearing Officer, or Administrative Law Judge may enter. Any party intending to use documents, information, or testimony designated as CONFIDENTIAL INFORMATION shall inform the producing party and the TRA, Hearing Officer, or Administrative Law Judge, prior to the Hearing on the merits of the case, of the proposed use, and shall advise the TRA, the Hearing Officer, or Administrative Law Judge, and the producing party before use of such information during witness examinations so that appropriate measures can be taken by the TRA, Hearing Officer, or Administrative Law Judge to protect the confidential nature of the information.

8. Except for documents filed with the TRA, all documents covered by the terms of this Order that are disclosed to the requesting party shall be maintained separately in files labeled “CONFIDENTIAL” and labeled with reference to this Order at the offices of the requesting party's counsel of record.

9. Nothing herein shall be construed as preventing any party from continuing to use and disclose any information (a) that is in the public domain, or (b) that subsequently becomes part of the

public domain through no act of such party, or violation of this Order, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation or terms of this Order, or (d) that is independently developed by a party, or (e) that is known or used by it prior to this proceeding. The burden of establishing the existence of (a) through (e) shall be upon the party attempting to use or disclose such information.

10. Any party may contest the designation of any document or information as CONFIDENTIAL INFORMATION by filing a motion with the TRA, Hearing Officer, Administrative Law Judge or the courts, as appropriate, for a ruling that the documents, information, or testimony should not be so treated. All documents, information and testimony designated as CONFIDENTIAL INFORMATION, however, shall be maintained as such until the TRA, Hearing Officer, Administrative Law Judge, or a court orders otherwise. A motion to contest must be filed not later than five (5) days after receipt of the material designated CONFIDENTIAL INFORMATION or ten (10) days prior to the Hearing on the merits, whichever date occurs later in time. Any reply seeking to protect the status of their CONFIDENTIAL INFORMATION must be received not later than five (5) days prior to the Hearing on the merits. Motions made and subsequent replies received within the five (5) days prior to the Hearing on the merits shall be presented to the TRA at the Hearing on the merits for a ruling.

11. Nothing in this Order shall prevent any party from asserting any objection to discovery.

12. Non party witnesses shall be entitled to invoke the provisions of this Order by designating information disclosed or documents produced for use in this action as CONFIDENTIAL INFORMATION pursuant to the terms of this Order.

13. No person authorized under the terms herein to receive access to documents, information, or testimony designated as CONFIDENTIAL INFORMATION shall be granted access until such person has complied with the requirements set forth in paragraph 4 of this Order.

14. Any person to whom disclosure or inspection is made in violation of this Order shall be bound by the terms of this Order.

15. Upon an order becoming final in this proceeding and conclusion of any appeals resulting from such an order, all the filings, exhibits and other materials designated as CONFIDENTIAL INFORMATION and all copies thereof shall be returned to counsel of the party who produced the filings, exhibits and other materials within fifteen (15) days of a written request from the producing party, or counsel in possession of such documents shall certify to counsel of the producing party that all the filings, exhibits and other materials designated as CONFIDENTIAL INFORMATION and all copies thereof have been destroyed. Subject to the requirements of Paragraph 7 above, the TRA shall retain copies of information designated as Confidential or Protected Security Materials as may be necessary to maintain the record of this cause intact.

16. After termination of this proceeding, the provisions of this Order relating to the secrecy and confidential nature of confidential documents, information and testimony shall continue to be binding, upon parties hereto and their officers, employers, employees, agents, and/or others for five (5) years unless this Order is vacated or modified.

17. Nothing herein shall prevent entry of a subsequent order, upon an appropriate showing, requiring that any documents, information or testimony designated as CONFIDENTIAL INFORMATION shall receive protection other than that provided herein.

18. In addition to the other provisions of this Order, Atmos Energy Corporation, and its

affiliates (the “Company”) may designate and label as “PROTECTED SECURITY MATERIALS” documents and information related to security measures undertaken to protect public health and safety. The Company shall provide access to PROTECTED SECURITY MATERIALS to TRA Directors and members of the staff of the TRA and further only to authorized representatives of the Intervenor in this docket. Authorized representatives shall be limited to the following: one counsel of record and one other staff member or person under contract to the staff, each authorized in writing by a senior official of the TRA to have such access; and with respect to any other party, two counsel of record, the Tennessee Attorney General and the Chief Deputy of the Office of the Tennessee Attorney General and a single other person, employed by or under contract to the party, authorized by that party in a written certification mutually agreeable to the parties.

19. The Company shall provide access by an authorized representative to PROTECTED SECURITY MATERIALS only after such authorized representative has executed an Affidavit in the form of that attached to this Order and provided a copy to the Company. Except with consent of the Company: (i) access shall be at the offices of the Company or its counsel of record and under supervision of the Company; (ii) PROTECTED SECURITY MATERIALS shall not be removed from the offices of the Company or its counsel; and (iii) no copies shall be provided to an authorized representative except as provided herein. Authorized representatives may make notes or memoranda from a review of the PROTECTED SECURITY MATERIALS and may remove such notes and memoranda. In all other respects such notes and memoranda shall remain PROTECTED SECURITY MATERIALS and subject to the provisions hereof. PROTECTED SECURITY MATERIALS shall be used only to assist TRA staff or any other party to prepare for and to try this proceeding and shall not be used for any other purpose in this or any other jurisdiction.

20. Except as provided in this Order, the contents of PROTECTED SECURITY MATERIALS to which the TRA staff or other party is given access, and any notes, memoranda, or any form of information or opinions regarding or derived from the PROTECTED SECURITY MATERIALS shall not be disclosed to anyone other than an authorized representative in accordance with this Order, except that an authorized representative may disclose his or her conclusions or findings solely within, and for the purposes of, this proceeding and in accordance with this Order. PROTECTED SECURITY MATERIALS shall not otherwise be published, disclosed or divulged except as expressly provided herein. The TRA staff and any other party shall treat all notes and memoranda or opinions regarding or derived from the PROTECTED SECURITY MATERIALS as highly confidential and shall keep them in a secure location with access limited to an authorized representative and the contents of PROTECTED SECURITY MATERIALS and any information derived from them shall be considered highly confidential, and shall not be deemed public records. The TRA staff, any party, Hearing Officer, or the TRA Directors may discuss any position or conclusion regarding security expenditures and testimony in briefs, orders, pleadings, or hearings in this proceeding in accordance with this Order.

21. Upon written request from the Company within one (1) month from the conclusion of this proceeding or any judicial review proceedings involving security related expenditures, the TRA staff and any party will either return any PROTECTED SECURITY MATERIALS, any notes or memoranda related thereto and any copies thereof to the Company or certify to the Company in writing that all such notes, memoranda and copies have been destroyed. Any electronic copies of PROTECTED SECURITY MATERIALS made by authorized representatives shall be eliminated.

22. The Attorney General and his staff have authority to enter into non disclosure

agreements pursuant to Tenn. Code Ann. § 65-4-118 which are consistent with state and federal law, regulations and rules.

23. The Attorney General and his staff agree to keep CONFIDENTIAL INFORMATION and PROTECTED SECURITY MATERIALS in a secure place and will not permit them to be seen by any person who is not an employee of the State of Tennessee, the Office of the Attorney General and Reporter, or a person who has signed a Non Disclosure Agreement.

24. The Attorney General and his staff may make copies of CONFIDENTIAL INFORMATION and any portion thereof. To the extent permitted by state and federal law, regulations and rules, all notes utilizing supporting information shall be subject to the terms of this Order to the extent factual assertions are derived from the supporting information.

25. To the extent permitted by state law, the Attorney General will provide timely notice of filing or disclosure in the discharge of the duties of the Office of the Attorney General and Reporter, pursuant to Tenn. Code Ann. § 10-7-504(a)(5)(C) or any other law, regulation or rule, so that the Company may take action relating to disclosure.

26. The obligations of the Attorney General and his staff under this Order are further subject to the state's Public Records Act and other open records statutes. Nothing in this Order is intended to violate or alter the state's Public Records Act or Freedom of Information Act ("FOIA"). In the event that the Attorney General or member of his staff is served with a subpoena, public records request, FOIA request, or other request that calls for the production of confidential commercial information labeled as "CONFIDENTIAL INFORMATION" or "PROTECTED SECURITY MATERIALS" by the Company, the Attorney General will notify the Company by notifying the undersigned of the existence of the subpoena, public records request, FOIA request, or

other request, at least five (5) business days before responding to the request to the extent permitted by state law and orders of a court, as long as the Attorney General or his staff is able to respond to the request within a reasonable time. The Attorney General or his staff may elect to wait to produce such information as allowed by state law in order to provide the Company an opportunity to challenge said subpoena or request or to make arrangements to preserve the confidentiality of the confidential commercial information labeled as “CONFIDENTIAL INFORMATION” or “PROTECTED SECURITY MATERIALS” by the Company that is subject to such request.

27. The designation of any information, documents or things in accordance with this Order as constituting “CONFIDENTIAL INFORMATION” or “PROTECTED SECURITY MATERIALS” and the Attorney General’s or his staff’s treatment of such material as confidential or proprietary in compliance with this Order is not an admission or agreement by the Attorney General or his staff that the material constitutes or contains confidential commercial information or trade secret information and shall not be deemed to be either a waiver of the state’s right to challenge such designation or an acceptance of such designation. The Company agrees to designate information, documents or things provided to the Attorney General as CONFIDENTIAL INFORMATION and PROTECTED SECURITY MATERIALS if it has a good faith basis for the claim. The Company will upon request of the Attorney General or his staff provide a written explanation of the details, including statutory authority that support its CONFIDENTIAL INFORMATION and PROTECTED SECURITY MATERIALS claim within five (5) days of a written request. The Company also specifically agrees that it will not designate any documents as CONFIDENTIAL INFORMATION or label such documents as “CONFIDENTIAL” if the documents:

- (a) have been distributed to the public, consumers or others; or

(b) are not maintained by the Company as CONFIDENTIAL INFORMATION and PROTECTED SECURITY MATERIALS.

28. Nothing in this Order shall prevent the Attorney General from using the CONFIDENTIAL INFORMATION and PROTECTED SECURITY MATERIALS received for investigative purposes in the discharge of the duties of the Office of the Attorney General and Reporter. Additionally, nothing in this Order shall prevent the Attorney General from informing state officials and third parties of the fact of an investigation, as needed, to conduct the investigation. Without limiting the scope of this paragraph, nothing in this Order shall prevent the Attorney General from contacting consumers whose names were provided by the Company or from discussing with any consumer any materials that he or she allegedly received from the Company or confirming that a consumer actually received the materials.

29. All information, documents and things designated as CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS and produced in accordance with this Order may be disclosed in testimony or offered into evidence at any TRA or court hearing, trial, motion or proceeding of this matter, subject to the provisions of this Order, including Paragraph 7, and the applicable Rules of Evidence and any order the TRA may enter to protect the confidentiality of information offered at any hearing or other proceeding. The party who produced the information, documents and things designated as CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS agrees to stipulate to the authentication of such information, documents and things in any such proceeding.

30. Nothing in this Agreement is intended to restrict or alter federal or state laws, regulations or rules.

31. Any person who has signed a non disclosure certificate or is otherwise bound by the terms of this Order shall continue to be bound by this Order and/or certificate even if no longer engaged by the TRA or Intervenors.

32. Any party aggrieved with the TRA's decision in this matter may file a Petition for Reconsideration with the TRA within fifteen (15) days from and after the date of this Order.

33. Any party aggrieved with the TRA's decision in this matter has the right of judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty (60) days from and after the date of this Order.

HEARING OFFICER

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)
)
REQUEST OF ATMOS ENERGY) **Docket No.** _____
CORPORATION FOR APPROVAL)
OF CONTRACT(S) REGARDING GAS)
COMMODITY REQUIREMENTS AND)
MANAGEMENT OF TRANSPORTATION/)
STORAGE CONTRACTS)
)

AGREEMENT TO COMPLY WITH PROTECTIVE ORDER

I have reviewed the Protective Order entered in the above captioned matter and agree to abide and be bound by its terms. I understand that unauthorized disclosure of documents labeled "CONFIDENTIAL" or "PROTECTED SECURITY MATERIALS" will be a violation of the Order.

DATE

NAME

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public,
_____ with whom I am personally acquainted, who acknowledged that
he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____