

NEAL & HARWELL, PLC

LAW OFFICES

150 FOURTH AVENUE, NORTH

SUITE 2000

NASHVILLE, TENNESSEE 37219-2408

TELEPHONE
(615) 244-1713

FACSIMILE
(615) 726-0573

CYNTHIA S. PARSON
ELIZABETH S. TIPPING
CHANDRA N.T. FLINT
LYNDAY C. SMITH
JONATHAN H. WARDLE
BRIAN T. BOYD
JOSHUA J. PHILLIPS

STAFF ATTORNEY
KRISTEN V. DYER

OF COUNSEL
LARRY W. LINDEEN
ALAN MARK TURK

JAMES F. NEAL
AUBREY B. HARWELL, JR.
JON D. ROSS
JAMES F. SANDERS
THOMAS H. DUNDON
RONALD G. HARRIS
ALBERT F. MOORE
PHILIP N. ELBERT
JAMES G. THOMAS
WILLIAM T. RAMSEY
JAMES R. KELLEY
MARC T. McNAMEE
GEORGE H. CATE, III
PHILIP D. IRWIN
A. SCOTT ROSS
GERALD D. NEENAN
AUBREY B. HARWELL, III
W. DAVID BRIDGERS
KENDRA E. SAMSON
DAVID G. THOMPSON
LISA PAIGE BINDER

April 10, 2008

VIA HAND DELIVERY

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

filed electronically in docket office on 04/10/08

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

Dear Ms. Dillon:

Enclosed please find the original and four hard copies of "Response of Atmos Energy Corporation to First Discovery Requests of the Consumer Advocate and Protection Division" being filed by Atmos Energy Corporation in the above-referenced matter.

An electronic copy of the Response and the public attachments will be provided by email. The confidential attachments will be provided on CD and in hard copy in a sealed envelope.

Pursuant to the Protective Order in this matter, the confidential documents are not to be shared with Earl Burton or Tennessee Energy Consultants.

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: Via E-mail to:
Vance Broemel (w/ Enclosure)
Joe Shirley (w/ Enclosure)
Timothy C. Phillips (w/ Enclosure)
Henry M. Walker (w/ Enclosure)
Patricia D. Childers (w/ Enclosure)
Jeffrey Perryman (w/ Enclosure)

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE: PETITION OF ATMOS ENERGY)	
CORPORATION FOR APPROVAL OF)	DOCKET NO. 08-00024
THE CONTRACT(S) REGARDING GAS)	
COMMODITY REQUIREMENTS AND)	
AND MANAGEMENT OR)	
TRANSPORTATION STORAGE)	
CONTRACTS)	

**RESPONSE OF ATMOS ENERGY CORPORATION TO
FIRST DISCOVERY REQUESTS OF THE CONSUMER
ADVOCATE AND PROTECTION DIVISION**

Atmos Energy Corporation ("AEC") hereby submits its objections to the First Discovery Requests of the Consumer Advocate and Protection Division ("CAPD").

GENERAL OBJECTIONS

A. AEC objects to the definitions and instructions contained in the requests to the extent that the definitions and instructions attempt to impose on AEC a burden or obligation greater than that required by the *Tennessee Rules of Civil Procedure* and applicable statutes and regulations governing contested case hearings.

B. AEC objects to the requests to the extent they call for information or documents protected from disclosure by the attorney-client privilege, common interest privilege, work product doctrine, or any other applicable privilege or protection. AEC objects to the requests to the extent that the CAPD is attempting to impose on AEC obligations with regard to the identification of privileged documents beyond those required by the *Tennessee Rules of Civil Procedure* and applicable statutes and regulations governing contested case hearings.

C. AEC objects to CAPD's requests to the extent they seek information relating to matters not at issue in this litigation or to the extent they are not reasonably calculated to lead to the discovery of admissible evidence. By providing information in response to these requests, AEC does not concede that such information is relevant, admissible, or discoverable, or that other information on the same or similar subjects would be discoverable. AEC expressly reserves the right to: (a) object to other discovery requests, despite their involving or relating to the subject matter of any of the requests responded to here; and (b) object to the introduction into evidence of any answer or produced document on relevancy or any other grounds.

D. AEC objects to CAPD's requests to the extent that CAPD seeks to require AEC to provide information and produce documents beyond those in its possession, custody, or control as that phrase is used in the *Tennessee Rules of Civil Procedure* and applicable statutes and regulations governing contested case hearings.

F. AEC's objections and responses to these requests are and will be made without waiving or intending to waive the right to object to the use of any information provided in any subsequent proceeding or trial of this or any other action. AEC's responses to these requests are also not a waiver of any of the foregoing objections or any objections it has made or may make with respect to any similar, related, or future request, and AEC specifically reserves the right to interpose any objection to further requests notwithstanding any response or lack of objection made in this response.

G. For the sake of brevity, AEC expressly incorporates these general objections in response to each of the CAPD's discovery requests in this case, whether or not separately listed below.

I. FIRST DISCOVERY REQUESTS TO ATMOS ENERGY CORPORATION (“AEC”)

AEC1. Please provide all information and/or documents that Atmos has filed with the Tennessee Regulatory Authority (“TRA”) in support of its Motion for Approval of Contract Regarding Gas Commodity Requirements and Management of Transportation/Storage Contracts.

RESPONSE:

AEC has already provided copies of these materials to CAPD.

AEC2. Please provide all information and/or documents provided to the TRA staff or directors related to the Contract Regarding Gas Commodity Requirements and Management of Transportation/Storage Contracts, either formally or informally.

RESPONSE:

No information and/or documents have been provided informally to either the TRA staff or the directors inasmuch as all information has been provided formally in response to staff's data requests. AEC has already provided copies of these materials to CAPD.

AEC3. Please provide any information and/or documents that Atmos provided to bidders in this case both before and after bids were submitted.

RESPONSE:

The information provided by AEC to bidders prior to the submission of bids consisted of the RFP package as well as responses to bidder questions during the open period. Communications after bids were submitted consisted of telephone and/or e-mail inquiries to the actual bidders requesting clarifying information. A copy of the RFP package already has been provided to CAPD. Copies of

of the non-confidential written communications are attached as CAPD1-3 ATT1 (Public). Copies of all written communications are attached as CAPD1-3 ATT2 (Highly Confidential).

AEC4. Please provide a record and description of all communications that Atmos had with bidders in this case both before and after bids were submitted.

RESPONSE:

See Response to AEC3 for written communications. See attachment CAPD1-4 ATT1 (Highly Confidential) for a log with description of all communications.

AEC5. Please state whether Atmos believes that any documents and/or information provided in responses to Requests 1-4 above, are confidential. If so, state which information is confidential and the reasons for that contention.

RESPONSE:

The information produced by AEC and labeled CAPD1-3 ATT2 and CAPD1-4 ATT1 is highly confidential because this reflects communications between AEC and prospective and/or actual bidders. The bidding process is only effective if bidders are assured that their bids are submitted to AEC on a confidential basis and retain that status inasmuch as disclosure of their information could be a detriment to the competitive nature of the entire bidding process. The bids were submitted under a promise of confidentiality, which was part of the RFP that was issued in this case. If AEC were forced to break that promise by unsealing the sealed bids in this matter, it would have a very significant and negative chilling impact on future bids. The end result would be fewer bids

submitted, a less competitive bidding process, and ultimately higher costs for Tennessee gas consumers. This would be the case even if it were several years before the next bidding process occurred. Even after the passage of several years, the bids submitted in this RFP would contain valuable information about how the bidder evaluated the RFP through the pricing and service terms offered.

Potential bidders were encouraged to submit questions to Atmos regarding the RFP. Atmos' responses were sent to all potential bidders, but the identity of the company submitting the questions was kept confidential. For this reason the correspondence log sheet attached to Response to AEC4 is highly confidential. Additionally the log sheet identifies the bidders and the outcome of the RFP bid process, which is highly confidential information.

AEC6. Did Atmos ask Atmos Energy Marketing to submit its March 13, 2008, letter that is part of the record filed with the TRA in this Docket? If so, please describe the communications between Atmos and Atmos Energy Marketing.

RESPONSE:

AEC presumes that CAPD is referring to Atmos Energy Marketing's (AEM) letter of March 10, 2008, as AEC is unaware of any letter of March 13, 2008. Subject to this clarification, AEC responds that on March 10, 2008 it phoned AEM requesting clarification to its separate and combined bids on Areas I and II (as identified in the RFP). AEM clarified that its bid was for the combined service area only, and that the separate Areas were provided to aid analysis. AEC then verbally requested that AEM provide this clarification in writing, which was provided via the March 10, 2008 letter. The oral communication from AEC to AEM requesting this clarification is described in CAPD1-4 ATT1 Highly Confidential RFP Correspond Log provided in Response to No. 4 above.

AEC7. Please identify each person whom you expect to call as an expert witness at the hearing on the merits in this docket, and for each such expert witness:

- (a) Identify the field in which the witness is to be offered as an expert;
- (b) Provide complete background information, including the witness's current employer, as well as his or her educational, professional and employment history, and qualifications within the field in which the witness is expected to testify;
- (c) Identify all publications written or presentations presented in whole or in part by the witness, including either a copy of all such publications and presentations or a reference to where such publications and presentations may be publicly obtained;
- (d) Provide the grounds (including without limitation any factual bases) for the opinions to which the witness is expected to testify, and provide a summary of the grounds for each such opinion;
- (e) Identify any matter in which the expert has testified (through deposition or otherwise) by specifying the name, docket number and forum of each case, the dates of the prior testimony and the subject of the prior testimony, and identify the transcripts of any such testimony;
- (f) Identify the terms of the retention or engagement of each expert including but not limited to the terms of any retention or engagement letters or agreements relating to his/her engagement, testimony, and opinions as well as the compensation to be paid for the testimony and opinions;
- (g) Identify any exhibits to be used as a summary of or support for the testimony or opinions provided by the expert; and
- (h) Please produce copies of all documents, summaries, charts, trade articles, journals, treatises, publications, workpapers, file notes, chart notes, tests, test results, interview notes, and consultation notes provided to, reviewed by, utilized by, relied upon, created by, or produced by any proposed expert witness in evaluating, reaching conclusions or formulating an opinion in this matter.

RESPONSE:

In addition to its General Objections, AEC objects to this request on the grounds that it exceeds the permissible bounds of written expert discovery under Rule 26.02(4), which states that a

party may, through interrogatories, require any other party to identify each person whom the other party expects to call as an expert witness at trial, to state the subject matter on which the expert is expected to testify, and to state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion. AEC further objects to subpart (g) on the grounds that it is premature, and to subparts (b) and (c) on the grounds that they are unduly burdensome to the extent that they seek more than a CV and list of publications with appropriate citations. AEC objects to subpart (e) on the further grounds that it is unduly burdensome as written.

Subject to and without waiving these objections, AEC does not anticipate that it will call any expert witnesses in this case. AEC will bring employees to the hearing in this matter to answer questions that may be asked of them by the Directors or others at that time, but as discussed at the status conference in this matter, AEC does not plan to submit pre-filed testimony or to call witnesses to provide direct testimony at the hearing of this matter.

AEC8. Please identify the name and location of all persons having knowledge of discoverable matters in this case.

RESPONSE:

In addition to its General Objections, AEC objects to this request on the grounds that it is too vague and indefinite to be answered with any certainty.

Subject to and without waiving these objections, AEC would identify the following AEC employees who participated in the RFP process.

Mark Bergeron
Vice President, Gas Supply Services

Atmos Energy Corporation
1100 Poydras Street
Suite 3400
New Orleans, Louisiana 70163

Kenneth Malter
Director, Gas Supply Services
Atmos Energy Corporation
1100 Poydras Street
Suite 3400
New Orleans, Louisiana 70163

Rebecca Buchanan
Manager, Regional Gas Supply
Atmos Energy Corporation
377 Riverside Dr.
Suite 201
Franklin, Tennessee 37064

Deborah Sparkman
Gas Supply Specialist
Atmos Energy Corporation
377 Riverside Dr.
Suite 201
Franklin, Tennessee 37064

Kevin Akers
President, Kentucky/Mid-States Division
Atmos Energy Corporation
810 Crescent Centre Dr.
Suite 600
Franklin, Tennessee 37067

Patricia Childers
Vice President, Rates and Regulatory Affairs
Kentucky/Mid-States Division
Atmos Energy Corporation
810 Crescent Dr.
Suite 600
Franklin, Tennessee 37067

Bidding party personnel involved in this matter can be determined by referring to the bid documents and correspondence, which have been produced.

AEC9. Please produce copies of all documents referred to or relied upon in responding to these discovery requests.

RESPONSE:

In addition to its General Objections, AEC objects to this request as vague and indefinite. To the extent that it is meant to include documents containing communications with counsel, or reflecting the advice of counsel, AEC objects on grounds of attorney client privilege.

Subject to and without waiving these objections, AEC refers to the documents produced previously in this matter, and to the documents produced with these responses.

AEC10. Please produce copies of all hearing exhibits that you plan to introduce, use, or reference at the hearing on the merits in this docket.

RESPONSE:

In addition to its General Objections, AEC objects to this request as premature. Subject to and without waiving this objection, in the unlikely event that AEC decides to utilize any hearing exhibits that have not already been produced, it will provide advance copies to the other parties.

AEC11. Please produce copies of all documents -- including, without limitation, workpapers, spreadsheets, summaries, charts, notes, exhibits, articles, journals, treatises, periodicals, publications, reports, records, statements, Internet web pages, or financial information -- that you contend support the factual assertions, conclusions, or opinions of any of your witnesses in this matter and also all documents that contradict the factual assertions, conclusions, or opinions of any of your witnesses in this matter.

RESPONSE:

In addition to its General Objections, AEC objects to this request as vague and indefinite, unreasonably cumulative and duplicative, and unduly burdensome. Subject to and without waiving this objection, AEC believes that all relevant documents are being produced.

AEC12. Please produce copies of all documents -- including, without limitation, workpapers, spreadsheets, summaries, charts, notes, exhibits, articles, journals, treatises, periodicals, publications, reports, records, statements, Internet web pages, or financial information -- relied upon by any of your witnesses in evaluating, reaching conclusions, or formulating an opinion in this matter.

RESPONSE:

In addition to its General Objections, AEC objects to this request as unreasonably cumulative and duplicative, and unduly burdensome. Subject to and without waiving this objection, AEC believes that all relevant documents are being produced.

AEC13. Please produce copies of all documents -- including, without limitation, workpapers, spreadsheets, summaries, charts, notes, and exhibits -- created by or for or prepared by or for any of your witnesses in evaluating, reaching conclusions, or formulating an opinion in this matter.

RESPONSE:

In addition to its General Objections, AEC objects to this request as unreasonably cumulative and duplicative, and unduly burdensome. Subject to and without waiving this objection, AEC believes that all relevant documents are being produced.

AEC14. Identify all information, documents and things filed in the present docket record, including all responses to discovery of the parties and data request from the TRA Staff, which CGC [sic. AEC] produced in this docket and does not agree to stipulate to the authenticity of such information, documents and things in this proceeding. For each separate piece of information, documents and things which CGC [sic. AEC] produced in this docket and CGC [sic. AEC] contends is not admissible as evidence describe in specific detail any objection(s) CGC [sic. AEC] claims as to admissibility into the evidentiary record in this docket.

RESPONSE:

In addition to its general objections, AEC objects to this request on the grounds that it is vague and indefinite in its reference to “information, documents and things.” AEC further objects to this request on the grounds that it is unduly burdensome. Compliance with this request would involve a legal analysis of the admissibility of documents and all of the other “information” that may be produced in discovery, much of which may never be offered into evidence. The legal cost of such an effort would be significant and largely unproductive.

Subject to and without waiving these objections, in this particular case AEC will not object to the introduction into evidence of any of the documents that it has produced in this matter, provided that the confidentiality of documents that have been filed under seal pursuant to the Protective Order in this case is maintained.

AEC15. Please provide all Excel files (or other data files) containing the information provided in response to these request items.

RESPONSE:

When AEC produces an Excel spreadsheet in this matter, an Excel format copy of the spreadsheet will be provided.

Respectfully submitted,

NEAL & HARWELL, PLC

By: 

A. Scott Ross, #15634

2000 One Nashville Place

150 Fourth Avenue, North

Nashville, TN 37219-2498

(615) 244-1713 – Telephone

(615) 726-0573 – Facsimile

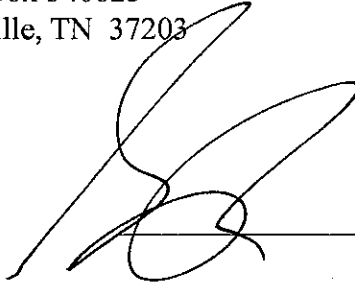
Counsel for Atmos Energy Corporation

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served, via the method(s) indicated below, on the following counsel, this the 19 day of April, 2008.

<input type="checkbox"/> Hand	Vance Broemel
<input type="checkbox"/> Mail	Joe Shirley
<input type="checkbox"/> Fax	Office of Tennessee Attorney General
<input type="checkbox"/> Fed. Ex.	425 Fifth Avenue, North, Third Floor
<input checked="" type="checkbox"/> E-Mail	P. O. Box 20207
	Nashville, TN 37202-0207

<input type="checkbox"/> Hand	Henry M. Walker, Esq.
<input type="checkbox"/> Mail	Boult, Cummings, Conners, & Berry, PLC
<input type="checkbox"/> Fax	1600 Division Street, Suite 700
<input type="checkbox"/> Fed. Ex.	P. O. Box 340025
<input checked="" type="checkbox"/> E-Mail	Nashville, TN 37203



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

IN RE:)
)
REQUEST OF ATMOS ENERGY) **Docket No. 08-00024**
CORPORATION FOR APPROVAL)
OF CONTRACT(S) REGARDING GAS)
COMMODITY REQUIREMENTS AND)
MANAGEMENT OF TRANSPORTATION/)
STORAGE CONTRACTS)
)

**INDEX TO PUBLIC DOCUMENTS FILED IN
RESPONSE OF ATMOS ENERGY CORPORATION TO FIRST DISCOVERY
REQUESTS OF THE CONSUMER ADVOCATE AND PROTECTION DIVISION**

1. 2008-02-05 Attch NAESB Special Provisions.pdf
2. 2008-02-12 Attch Atmos Bid Form-Exhibit E-Final.pdf
2008-02-12 Attch Atmos Bid Form-Exhibit E-Final.xls
3. 2008-02-12 Attch Contract Summary-Exhibit C-Final.pdf
2008-02-12 Attch Contract Summary-Exhibit C-Final.xls
4. 2008-02-12 Attch ETN-VA-08-09 Plan-Exhibit D.pdf
2008-02-12 Attch ETN-VA 08-09 Plan-Exhibit D.xls
5. 2008-02-12 Attch Mid-TN 08-09 Plan-Exhibit D.pdf
2008-02-12 Attch Mid-TN 08-09 Plan-Exhibit D.xls
6. 2008-02-12 Attch West TN Union City 08-09 Plan-Exhibit D.xls
2008-02-12 Attch West TN Union City 08-09-Plan-Exhibit D.pdf
7. 2008-02-15 Attch Historic Load Data - Question 3.xls
2008-12-15 Attch Historic Load Data - Question 3.pdf
8. Re Questions Re TNVA RFP.pdf (02/05/08)
9. Re TNVA RFP Questions.pdf (02/12/08)
10. Re Atmos TNVA RFP Questions.pdf (02/15/08)

1. 2008-02-05 Attch NAESB Special Provisions.pdf

**SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF THE
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

Dated _____, 200____

By and between

("Seller")

and

Atmos Energy Corporation ("Buyer")

If the terms of these Special Provisions and the other terms of the Base Contract conflict, the terms of these Special Provisions shall govern. Any definitions used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning herein.

Any references herein to "General Terms and Conditions" shall mean the document attached to and forming part of the Base Contract entitled "General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas" and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

SECTION 1. PURPOSE AND PROCEDURES

The existing Sections 1.2, 1.3 and 1.4 are deleted in their entirety and replaced with the following:

1.2 (a) Transactions entered into Orally: Should the parties come to an understanding regarding a particular transaction, and have agreed to the Contract Price, the Contract Quantity, the Delivery Period and the Delivery Point(s) (the "Minimum Requirements") for such transaction, the transaction will be formed and effectuated between the parties by an oral offer (whether by telephone, in-person, or otherwise) and oral acceptance (whether by telephone, in-person or otherwise). The parties shall be legally bound by each transaction satisfying the Minimum Requirements from the time they agree to its terms and acknowledge that each party will rely thereon in doing business related to the transaction. Any transaction formed and effectuated pursuant to the foregoing shall be considered a "writing" or "in writing" and to have been "signed" by each party.

(b) Taping of Transactions: Each party hereby agrees that the other party or its agents may electronically record all telephone conversations between officers or employees of the consenting party and the officers or employees of the other party who quote on, agree to, or otherwise discuss terms of transactions or potential transactions on behalf of the party. Either party may at each party's respective expense, maintain equipment necessary to record transactions on audiotapes and/or digital recording media ("Transaction Tapes") and retain Transaction Tapes and the electronic evidence of transactions on such Transaction Tapes in such manner and for so long as each party deems necessary in its sole respective discretion, but is not obligated to do so; provided that **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MALFUNCTION OF SUCH EQUIPMENT OR THE OPERATION THEREOF IN RESPECT OF ANY TRANSACTION WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, CONCURRENT, CONTRIBUTORY, AND/OR COMPARATIVE NEGLIGENCE**

(WHETHER GROSS OR SIMPLE, OR ACTIVE OR PASSIVE), STRICT LIABILITY, OR OTHER FAULT OF ANY PARTY. No transaction shall be invalidated should a Transaction Tape be erased for any reason or a malfunction occur in equipment utilized for recording transactions or retaining Transaction Tapes or the operation thereof. The parties hereby consent to the electronic recording of their oral agreements and related telephone discussions.

(c) Waiver of Statute of Frauds: **THE PARTIES HEREBY WAIVE ALL PROVISIONS OF ANY APPLICABLE STATUTE OF FRAUDS WITH RESPECT TO ANY TRANSACTIONS SUBJECT TO THIS CONTRACT; PROVIDED HOWEVER, AMENDMENTS TO THE CONTRACT MUST BE IN WRITING AND SIGNED BY THE PARTIES.** The parties agree not to contest or assert a defense to the validity or enforceability of transaction entered into orally under laws relating to whether certain agreements are to be in writing or signed by the party to be thereby bound.

1.3 Confirmation of a Transaction:

(a) The Confirming Party shall and the other party may confirm the terms of a transaction by transmitting to the other party a written Transaction Confirmation by any reasonable means, including, without limitation, by facsimile (including, without limitation e-fax and/or computer facsimile), hand delivery, courier, or certified mail (return receipt requested) or other mutually agreeable electronic means. Failure by any party to send, or the party to return a Transaction Confirmation shall not invalidate any transaction. Each party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation and as the identification and authentication of such party. Notwithstanding the definition of Transaction Confirmation in Section 2, "Transaction Confirmation" means for the purposes of delivery to a receiving party, a writing in any reasonable form containing all of the material terms of the transaction, including, without limitation, the form of Exhibit A attached hereto.

(b) If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the terms of a transaction, such receiving party shall notify the sending party of any such material differences in writing by the Confirm Deadline, unless such receiving party has previously timely sent a Transaction Confirmation to the sending party before the Confirm Deadline.

(c) Unless the receiving party has previously timely sent a written Transaction Confirmation to the sending party, the failure of the receiving party to so notify the sending party of any such material differences in writing by the Confirm Deadline constitutes the receiving party's acceptance of the description of the terms of the transaction in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction or if the receiving party has timely objected to the terms of the sending party's Transaction Confirmation, such transaction remains valid and the parties remain legally bound thereby, however, both parties shall in good faith attempt to resolve such differences. Once such material differences are resolved, either party may transmit a written Transaction Confirmation to the other party, and such Transaction Confirmation shall be accepted (or disputed) pursuant to the provisions of this Section 1.3. The provisions of this Section 1.3 may be repeated as many times as necessary to produce a written Transaction Confirmation that is accepted or deemed accepted by the receiving party.

(d) A written Transaction Confirmation and any other writing related to or in response to a Transaction Confirmation shall be deemed delivered to the receiving party (i) when actually received by the receiving party or (ii) with respect to a written Transaction Confirmation and other writing delivered by facsimile, when the sending party's facsimile machine indicates by an electronic or written facsimile log that the receiving party's facsimile machine received such written Transaction Confirmation.

(e) The sending party shall not be required to maintain or retain a paper-based version of the written Transaction Confirmation delivered to the receiving party. In addition to a paper-based version of the written Transaction Confirmation delivered to the receiving party, the following shall constitute a "written Transaction Confirmation" for all purposes of this Contract: (i) an electronic image of a paper-based version of the written Transaction Confirmation, and/or (ii) data in the sending party's computer system.

(f) In the absence of a written Transaction Confirmation that the parties have signed or are deemed to have accepted, any evidence may be used to establish the terms of a transaction, including, without limitation, a Transaction Tape oral testimony, data in a computer system, trade tickets, and/or notes. If a Transaction Confirmation exists which the parties have signed or are deemed to have accepted, in the event of a conflict between the terms of the written Transaction Confirmation and any other evidence of the terms of a transaction (including, without limitation, a Transaction Tape, oral testimony, data in a computer system, trade tickets, and/or notes), the terms of the written Transaction Confirmation shall control to the extent of any such conflict.

1.4 Transaction Confirmations Do Not Amend Certain Terms: Transaction Confirmations shall not amend the terms of the Contract related to events of default, liquidated damages, settlement or termination payments unless a Transaction Confirmation is in writing and signed by both parties.

SECTION 2. DEFINITIONS

Delete the existing definition in Section 2.11 of "Credit Support Obligation(s)" and substitute the following:

2.11 "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a performance bond, guaranty or other mutually acceptable form of security.

SECTION 3. PERFORMANCE OBLIGATION

The following new Section 3.5 is added:

3.5 Notwithstanding anything in this Contract to the contrary, in the event: (i) a transaction has a Firm obligation; (ii) as a result from an event of Force Majeure Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Contract Quantity for such transaction; (iii) the Delivery Period for such transaction is at least one month; and (iv) the Contract Price is a Fixed Price (as defined below), then

- a. If the FOM Price (as defined below) is above the Fixed Price, Seller will pay Buyer, for each MMBtu of Gas not delivered and/or received, the difference between the FOM Price and the Fixed Price.
- b. If the FOM Price is below the Fixed Price, Buyer will pay Seller, for each MMBtu of Gas not delivered and/or received, the difference between the Fixed Price and the FOM Price.

For purposes of this Section 3.5, the "Fixed Price" means the Contract Price for a transaction that is expressed as a set amount. Fixed Price includes prices that were converted from an index-based price or a NYMEX basis to a set amount upon the agreement of the parties or as a result of a party exercising a price option available to a party under a Transaction Confirmation that resulted in a maximum price or a minimum price.

For purposes of this Section 3.5, the "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month of delivery as published in the Inside FERC Gas Market Report (or such other published index as mutually agreed to by the parties), for the geographic location closest in proximity to the Delivery Point.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

Section 8.3 is supplemented by inserting the following as the last sentence of that section:

Neither party shall be obligated to indemnify, defend, or hold the other party harmless to the extent any liability, suit, action, damage, loss or expense arises out of or in connection with any intentional act, negligent act or failure to act on the part of the other party, its officers, agents, or employees.

SECTION 10. FINANCIAL RESPONSIBILITY

Delete the existing Sections 10.1 and 10.2 and substitute the following in lieu thereof:

10.1 If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance, which shall not exceed the amount calculated in accordance with the procedure for determining the Net Settlement Amount, as of the date of the demand, as if all transactions had been terminated plus all other outstanding amounts owed or accrued under the Contract. "Adequate Assurance of Performance" means sufficient security in the form, amount and for the term reasonable acceptable to X, including, but not limited to, an irrevocable standby letter of credit, a prepayment, a performance bond or guaranty (including the issuer of any such security). The "occurrence of a material change in the creditworthiness of Y" shall mean that Y (or Y's parent entity) does not have a Credit Rating or such Credit Rating is less than investment grade. "Credit Rating" means, with respect to Y on any date of determination, the respective rating then assigned to its unsecured and unsubordinated long-term debt by both Standard & Poor's Ratings Group,

a division of The McGraw-Hill, Inc. ("S&P") and Moody's Investors Service, Inc. ("Moody's"). If such ratings are assigned by both S&P and Moody's, then its Credit Rating will be the higher of such ratings.

10.2 In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 not later than two Business Days after receipt of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following receipt of written Notice that such payment is due; or (ix) fails to deliver or receive Gas if not remedied within three (3) Business Days, unless excused by the other party's non-performance or prevented by Force Majeure; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

SECTION 11. FORCE MAJEURE

Section 11.2(iv) is deleted and the following is substituted in lieu thereof:

(iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars;

SECTION 14. MISCELLANEOUS

The following new Sections 14.12 and 14.13 are added:

14.12 This Contract shall be considered for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

14.13 If any index used to determine the price under a transaction ceases to be available, the parties agree to promptly negotiate on a good faith basis a mutually satisfactory alternate price or reference publication to take effect as of the date the prior index is unavailable. If the parties cannot agree on an alternative price or reference publication within thirty (30) days of the index ceasing to be available, then the parties shall refer the matter to binding arbitration. Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. Section 1, *et seq.*) and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED, OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

ATMOS ENERGY CORPORATION

By: _____

By: _____

Title: _____

Title: _____

2. 2008-02-12 Attch Atmos Bid Form-Exhibit E-Final.pdf
2008-02-12 Attch Atmos Bid Form-Exhibit E-Final.xls

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
Swing Supply:			
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 3/31/11) (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)			
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.

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)

3. 2008-02-12 Attch Contract Summary-Exhibit C-Final.pdf
2008-02-12 Attch Contract Summary-Exhibit C-Final.xls

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

AREA I

WEST TENNESSEE (UNION CITY):

<u>Texas Gas Transmission</u>									
<u>Rate Schedule</u>	<u>Contract #</u>	<u>Termination</u>	<u>Renewals</u>	<u>Service</u>	<u>MDO Div'd</u>	<u>Receipt Points</u>	<u>Rcpt Pt Div'd</u>	<u>Delivery Points</u>	<u>Divr Pt Div'd</u>
SGT	GT/50	10/31/2009	5 year	firm no notice		Dubach, Meter 2632 Henry Hub, Meter 2790 Egan, Meter 5003 Mobil-Lowry, Meter 9843	461 2,036 258 178	UCG Z-2, Meter 1836	
STF	T21438	10/31/2009	5 year	short term firm	2,000 w 1,000 s	Champion, Meter 2102 ANR-Calumet, Meter 5173 Egan, Meter 5003 ANR-Eunice, Meter 9880	333 783 677 919	UCG Z-2, Meter 1836	
<u>Comments</u>									
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									

MIDDLE TENNESSEE:

<u>Columbia Gulf Transmission (CGT)</u>									
<u>Rate Schedule</u>	<u>Contract #</u>	<u>Termination</u>	<u>Renewals</u>	<u>Service</u>	<u>MDO Div'd</u>	<u>Receipt Points</u>	<u>Rcpt Pt Div'd</u>	<u>Delivery Points</u>	<u>Divr Pt Div'd</u>
FTS1	84924	12/31/2010		firm transport	5,000	CGT Rayne 2700010	5,000	Williamson, Meter 4049 Burwood, Meter 4056 Triana, 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			
<u>Comments</u>									

Texas Eastern Transmission (TE)

<u>Rate Schedule</u>	<u>Contract #</u>	<u>Termination</u>	<u>Renewals</u>	<u>Service</u>	<u>MDO Div'd</u>	<u>Receipt Points</u>	<u>Rcpt Pt Div'd</u>	<u>Delivery Points</u>	<u>Divr Pt Div'd</u>
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 70366 UCG Nodenville, Meter 71430 SS-1 Storage, Meter 79611	3,431 2,579 43 1,736
<u>Comments</u>									

Dominion Transmission

<u>Rate Schedule</u>	<u>Contract #</u>	<u>Termination</u>	<u>Renewals</u>	<u>Service</u>	<u>MDO Div'd</u>	<u>Receipt Points</u>	<u>Rcpt Pt Div'd</u>	<u>Delivery Points</u>	<u>Divr Pt Div'd</u>
GSS	600047	3/31/2011	Year-to-year	storage	4,880	Interconnects TETCO, Transco, Leidy		Interconnects TETCO, Transco, Leidy	
<u>Comments</u>									

Company Owned Storage - Serves both Western Tennessee and Middle Tennessee

Barnesley Storage					MSQ 1,300,000 MDWA 30,000 dth/d MDQA 15,000 dth/d
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**EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY**

AREA II

EAST TENNESSEEVIRGINIA SYSTEM:

Tennessee Gas Pipeline (TGP)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Div'd	Receipt Points	Reqt Pt Div'd	Delivery Points	Divr Pt Div'd	Comments
FT-A	TGP-40876	10/31/2010		firm transport	53,656	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 Lohelville (75 3201), Zone 1, 100 Leg Greenbrier TN 2 (Dual 753 01) Zone 1, 500 Leg	6,650 46,986	
FT-A	TGP-40878	10/31/2010		firm transport	20,000	Galveston 395 Zone 0, 100 Leg Agua Dulce (Dual 2 8081) Zone 0, 100 Leg Morris Christie Exchange, Zone 0, 100 Leg Gilmore Plant Residue, Zone 0, 100 Leg	4,102 3,000 6,000 6,898	Greenbrier TN 2 (Dual 753101) Zone 1, 500 Leg	20,000	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)

Contract Storage		3/31/2009	5 year	storage	15,000			Compressor Station 47 - Bear Creek		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
Contract Storage		3/31/2009	5 year	storage	1,634			Compressor Station 87 - Portland		MSQ 193,543 MDIQ 1,291 (Zone 1, 100 Leg) MDWQ: Ratchet 193,543 to 58,064 - 1,634; MDWQ: Ratchet 58,063 to 38,710 - 1,307; MDWQ: Ratchet 38,709 to 0 - 1,307
FS-MA	TGP-39871	4/1/2008	5 year	storage	20,000			Compressor Station 87 - Portland		MSQ 835,674 MDIQ 5,572 MDWQ: Ratchet 835,674 to 250,703 - 20,000; MDWQ: Ratchet 250,702 to 0 - 6,069

Dominion Transmission										
Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Div'd	Receipt Points	Reqt Pt Div'd	Delivery Points	Divr Pt Div'd	Comments
GSS	300018	3/31/2011	Year-to-year	storage	3,256	TGP @ Cornwell		TGP @ Cornwell		MSQ 197,243 MDIQ 1,096 MDWQ 0 to 3,256

Southern Natural (SNG)										
Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Div'd	Receipt Points	Reqt Pt Div'd	Delivery Points	Divr Pt Div'd	Comments
FT	FSNG239	6/31/2010	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	FSNG238	8/31/2010	Year-to-year	firm transport	15,315	Main Pass 69, Point Code 016400 Mississippi Canyon 194, Point Code 022400 Vesca Knoll 989 - BP, Point Code 028900 See Robin-ERATH to SNG, Point Code 605300	5,000 8,000 1,000 1,000	East TN - Cleveland to ETNG #1, Point Code 790300	15,000	

AREA II (continued)

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

EAST TENNESSEE/VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETN)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Div'd	Receipt Points	Rept Pt Div'd	Delivery Points	Divr Pt Div'd	Comments
FT-A	ETN 3077R2	10/31/2010	5 year	firm transport	52,633	410 Storage Withdrawal, Meter 57000	52,633	UCG Bristol, Meter 59022 KUB West, Meter 59005 UCG Blackburg, Meter 59010 UCG Pulaski, Meter 59013 UCG Radford, Meter 59022 UCG Columbia West, Meter 59026 UCG Martinsden, 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 Witherville, 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 Clin, Meter 59090 UCG Spentex, Meter 59095 UCG Rockford North, Meter 59103 UCG Lynchburg Portable (Fuel), Meter 59104 UCG Mottow, 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 Marion, Meter 59125 UCG Gray, Meter 59126 UCG Tri Cities, Meter 59127 UCG Miller Park, Meter 59128 UCG Brookes Creek, Meter 59129 UCG Abingdon, Meter 59130 UCG Maryville West, Meter 59145 Royal Ordnance-Houston Army Arm Plant, Mt 59184 UCG Glade Highlands, Meter 59185 TN Eastman Chemical Corp, Meter 59206	1,937 4,020 1,976 633 1,159 2,472 2,368 1,804 2,290 5,751 1,044 1,877 1,507 1,787 1,562 973 1,972 2,500 48 881 1,280 499 1,035 927 396 591 106 1,000 186 53 22 29 12 340 33 45 103 69 26 210 41 22 6 3,004 861 236 750 100 2,000	WINTER ONLY - for LNGS #53245 Withdrawals only. For peaking purposes only - under OFO & NNS

AREA II (continued)

EAST TENNESSEE/VIRGINIA SYSTEM (continued)

East Tennessee Natural (ETNG)

Rate Schedule	Contract #	Termination	Renewable	Service	MDC Dth/d	Receipt Points	Rcpt Pt Dth/d	Delivery Points	Dvr Pt Dth/d	Comments
FT-A	ETN 307742	10/31/2010	5 year	firm transport	84,588	El Paso-Ridgeway Receiving, Meter 53101 El Paso-Libertyville Receiving, Meter 53201 Dickinson Co Receiving, Meter 59313	65,361 6,660 12,567	UCG Bristol, Meter 59002 UCG Blacksburg, Meter 59010 UCG Pulaski, 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 59068 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 Portables (Fuel), Meter 59104 UCG Madison, Meter 59109 UCG Lenoir, Meter 59115 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 Norton, 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 UCG Morristown South, Meter 59155	5,981 6,067 2,576 3,500 2,773 5,431 5,653 1,868 6,388 2,863 4,870 2,127 6,138 235 2,460 4,063 1,361 2,819 2,339 1,365 1,763 322 36 96 104 4 94 1,016 104 95 411 143 79 1,116 215 194 164 482 1,950 275 5,000	

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

AREA II (continued)

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

EAST TENNESSEEVIRGINIA SYSTEM - (continued)

East Tennessee Natural (ETNG)

Rate Schedule	Contract #	Termination	Renewable	Service	MDQ Div'd	Receipt Points	Repl Pt Div'd	Delivery Points	Divr Pt Div'd	Comments
FT	ETN 34538R2	10/31/2010	5 year	firm transport	27,500	SONAT Bradley, Meter #53311 Dickerson Co., Meter #53315 Salville Sig Withdrawal, Meter #59777	17,500 4,000 6,000	UCG Blackburg, Meter #59002 UCG Blackburg, Meter #59010 UCG Johnson City West, Meter #59050 UCG Kingsport South, Meter #59051 Salville Sig 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, Hartselle, TN, Meter #59330	1,500	UCG Blackburg, Meter #59010		Palinet - covey Roanoke, VA
FT-A	ETN 410274R1	10/31/2016	5 year	firm transport	1,500	Salville LLC, Sig Withdrawal, Meter #59770	1,500	Roanoke West Salem, Meter #59196		MSQ 359,900 - Max rates - FT 3077752 is used for withdrawals only.
FT-LNGS	ETN 33245	10/31/2010	5 year	storage	36,547					
Virginia Gas Pipeline										
Rate Schedule	Contract #	Termination	Renewable	Service	MDQ Div'd	Receipt Points	Repl Pt Div'd	Delivery Points	Divr Pt Div'd	Comments
FT	UCG-10243	4/17/2012	Year-to-year	firm transport	20,000	Salville Meter Site, Meter 759777	20,000	Marion Wytheville Dudlin Pulaski Radford	6,000 4,000 2,500 5,000 2,500	MSQ 300,000 MDQ 15,000 MDWQ 30,000
FSS	UCG-10242	4/30/2011		storage	30,000					MSQ 180,000 MDQ 3,000 MDWQ 3,000
FSS	UCG-10554	7/11/2002	5 year	storage	3,000					

4. 2008-02-12 Attch ETN-VA-08-09 Plan-Exhibit D.pdf
2008-02-12 Attch ETN-VA 08-09 Plan-Exhibit D.xls

1/2/2007

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

SYSTEM REQUIREMENTS

Daily
Monthly

	30	31	30	31	31	30	31	31	30	31	31	31	29	31
dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d	dh/d
35,563	22,280	18,757	16,912	17,251	18,214	30,423	48,961	70,479	81,915	71,446	42,742	1,535,001		
1,058,800	690,081	862,707	524,202	524,785	546,414	855,525	1,468,823	2,112,544	2,539,397	2,071,858	1,535,001			

Planned Storage Injections(Withdrawals)

TGP Storage Account:

Contracted Storage TGP (2002)

MDIC= 15,000

Contracted Storage TGP (4003)

MDIC= 1,634

TGP PS-MA K42381

MDIC= 20,000

TOTAL TGP MDIC = 36,634

"ETN Storage Facilities"
 UNCS ETN K42343

MDIC= 2,026

Contracted Storage (B)

MDIC= 1,060

Saltville A

MDIC= 10,000

Dominion GSS K420018

MDIC= 1,066

TOTAL DAILY STORAGE
TOTAL MONTHLY STORAGE

Estimated Beginning Balances (Dh)	25	26	27	28	29	30	31	31	30	31	31	31	29	31
Monthly	41,200	2,850	5,516	11,400	11,032	11,032	11,032	11,400	2,758	(5,583)	(13,458)	(13,458)	(14,386)	(8,075)
Monthly	65,500	171,000	342,000	342,000	342,000	342,000	342,000	85,500	166,880	417,200	417,200	417,200	250,320	
Monthly	4,300	307	563	1,226	1,186	1,186	1,186	38,780	287	(506)	(1,448)	(1,448)	28,940	(669)
Monthly	9,185	18,390	36,780	36,780	36,780	36,780	36,780	9,185	17,980	44,900	44,900	44,900		
Monthly	18,400	1,323	2,361	5,293	5,122	5,122	5,122	158,760	1,290	(2,585)	(6,564)	(6,564)	(3,792)	
Monthly	39,695	79,390	158,780	158,760	158,760	158,760	158,760	39,695	77,550	183,875	183,875	183,875	118,325	
Monthly	63,800	4,489	8,670	17,919	17,140	17,140	17,140	4,335	(6,747)	(21,160)	(21,160)	(22,619)	(13,686)	
Monthly	1,024,400	206,776	637,570	637,570	637,570	637,570	637,570	1,024,400	206,776	637,570	637,570	637,570	1,024,400	
Monthly	18,145	32,280	64,560	64,560	64,560	64,560	64,560	18,145	32,280	64,560	64,560	64,560	18,145	
Monthly	285	552	1,103	1,103	1,103	1,103	1,103	276	(567)	(1,571)	(1,571)	(1,571)	28,503	
Monthly	8,550	17,100	34,200	34,200	34,200	34,200	34,200	8,550	17,100	34,200	34,200	34,200	8,550	
Monthly	317	613	1,267	1,267	1,267	1,267	1,267	305	(633)	(1,532)	(1,532)	(1,532)	31,636	
Monthly	9,590	18,000	36,000	36,000	36,000	36,000	36,000	9,590	18,000	36,000	36,000	36,000	9,590	
Monthly	333	646	1,333	1,333	1,333	1,333	1,333	322	(625)	(1,511)	(1,511)	(1,511)	33,677	
Monthly	9,591	20,019	39,596	40,005	40,005	40,005	40,005	9,591	18,740	37,480	37,480	37,480	9,591	
Monthly	1,473	2,853	5,893	5,703	5,703	5,893	1,425	(2,901)	(7,018)	(21,581)	(21,581)	(21,581)	1,425	
Monthly	44,190	88,437	176,796	176,796	176,796	176,796	44,190	88,437	176,796	176,796	176,796	176,796	44,190	
Monthly	5,953	11,523	23,812	23,812	23,812	23,812	5,700	(11,848)	(28,179)	(28,179)	(28,179)	(28,179)	5,953	
Monthly	178,590	357,207	714,366	714,366	714,366	714,366	178,572	(349,431)	(873,519)	(873,519)	(873,519)	(873,519)	178,590	

SUPPLY (in order of flow)

Term (Zone 0) (20,000) 10%	TGP MDIC	NET OF STORAGE:
Term (Zone 1) (50,000) 10%	37,000	
Term (Zone 2) (100,000) up to 73,000 LESS STORAGE	37,000	
Term (Zone 3) (12,272)		

Sub-Total

Incremental, as required:
 Small ETN (#02395 + #02380) up to 17,500d

Total Flowing Gas Purchase

Daily
Monthly

	29,244	21,541	30,297	27,683	26,022	26,754	24,311	25,041	29,629	41,485	29,051	23,563
Monthly	877,320	687,766	908,810	856,158	868,667	892,828	753,653	751,238	918,488	1,255,406	842,479	736,453

5. 2008-02-12 Attch Mid-TN 08-09 Plan-Exhibit D.pdf
2008-02-12 Attch Mid-TN 08-09 Plan-Exhibit D.xls

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

SYSTEM REQUIREMENTS	Beginning Balance (Dth)		April		May		June		July		Aug		Sept		Oct		Nov		Dec		Jan		Feb		Mar	
	Daily	Monthly	dth/d	30	dth/d	31	dth/d	30	dth/d	31	dth/d	31	dth/d	30	dth/d	31	dth/d	30	dth/d	31	dth/d	31	dth/d	29	dth/d	31
			14,704		7,014		5,588		5,170		4,969		6,029		11,485		27,128		41,454		48,638		39,925		25,603	
			441,134		217,443		167,632		160,284		154,031		180,880		356,025		613,853		1,286,081		1,507,818		1,167,828		824,701	

STORAGE INJECTIONS/(WITHDRAWALS)

Domestic GSS #600047(via TETCO)	Daily	0	1,010	2,095	2,310	2,235	2,235	2,165	2,095	(1,304)	(3,155)	(3,155)	(3,372)	(1,893)
	Monthly		30,313	64,956	69,287	69,287	69,287	64,956	64,956	39,118	97,794	97,794	97,794	58,677
Barnesley Storage (via CGT)	Daily	25,800	2,027	3,923	8,107	7,845	7,845	8,107	1,961	(4,053)	(9,806)	(9,806)	(10,483)	(5,864)
	Monthly		60,800	121,600	243,200	243,200	243,200	243,200	60,800	121,600	304,000	304,000	304,000	182,400
Total	Daily	26,800	3,037	6,018	10,417	10,080	10,080	10,272	4,056	(3,357)	(12,961)	(12,961)	(13,855)	(7,777)
	Monthly		17,741	13,032	16,005	15,290	15,049	16,301	15,541	21,771	28,493	35,678	26,070	18,826
TOTAL PURCHASES			532,230	403,992	480,150	472,750	466,519	489,030	481,771	653,130	833,263	1,106,018	756,030	583,606

SUPPLY (in order of flow)
 TETCO - Contracted Trapt (up to 5,000d)
 CGT - Contracted Trapt (up to 50,000d)
 TGT via Barnesley

Total Flowing Gas Purchase	Daily	17,741	13,032	16,005	15,290	15,049	16,301	15,541	21,771	28,493	35,678	26,070	18,826
	Monthly	532,230	403,992	480,150	472,750	466,519	489,030	481,771	653,130	833,263	1,106,018	756,030	583,606

6. 2008-02-12 Attch West TN Union City 08-09 Plan-Exhibit D.xls
2008-02-12 Attch West TN Union City 08-09-Plan-Exhibit D.pdf

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

SYSTEM REQUIREMENTS:

	30	31	30	31	31	30	31	30	31	31	29	31
	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
Daily	712	281	179	177	202	198	289	1,331	2,425	2,853	2,380	1,409
Monthly	21,374	8,698	5,386	5,482	6,268	5,945	9,227	39,915	75,187	88,428	69,034	43,680

Storage

SGT #G705												
239,576 MSQ												
Est. Ending Balance 31,000												
	Daily	348	673	1,391	1,346	1,346	1,391	336	(759)	(1,835)	(1,862)	(1,101)
	Monthly	10,429	20,858	41,715	41,715	41,715	41,715	10,429	22,780	56,899	56,899	34,140
Bamsley - 20,000 MSQ												
Est. Ending Balance 1050												
	Daily	32	61	126	122	122	126	31	(63)	(153)	(164)	(92)
	Monthly	948	1,895	3,790	3,790	3,790	3,790	948	1,900	4,750	4,750	2,850
Total Storage Injections/(Withdrawals)												
	Daily	380	734	1,517	1,468	1,468	1,517	367	(822)	(1,988)	(2,126)	(1,193)
	Monthly	11,376	22,783	45,505	45,505	45,505	45,505	11,376	(24,860)	(61,628)	(61,628)	(36,983)

Flowing Gas:
 STF #121483

	Daily	1,092	1,015	1,696	1,645	1,670	1,715	666	509	437	865	254	216
	Monthly	32,750	31,451	50,871	50,987	51,774	51,450	20,647	15,255	13,659	26,801	7,380	6,697

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

7. 2008-02-15 Attch Historic Load Data - Question 3.xls
2008-12-15 Attch Historic Load Data - Question 3.pdf

Atmos Energy Corporation
2007-2008 Mid-States Division

Month	Normal Requirements			West TN	Mid TN
	West TN Requirements	Mid TN Requirements	East TN VA Requirements	Union City	Columbia
January	88,429	1,507,818	2,539,354	88,429	360,478
February	69,034	1,157,828	2,071,938	69,034	275,116
March	43,680	824,701	1,635,001	43,680	210,585
April	21,374	441,135	1,066,901	21,374	109,064
May	8,698	217,423	690,992	8,698	53,557
June	5,366	167,632	562,709	5,366	41,042
July	5,482	160,264	524,262	5,482	42,786
August	6,269	154,032	534,795	6,269	42,090
September	5,945	180,880	546,414	5,945	45,276
October	9,271	356,025	955,527	9,271	83,148
November	39,915	813,853	1,468,822	39,915	190,575
December	75,187	1,285,081	2,172,466	75,187	309,412
Annual Total	378,651	7,266,672	14,769,180	378,651	1,763,129
Winter Total	316,246	5,589,281	9,887,581	316,246	1,346,165

10% Cooler Requirements

January	95,882	1,629,108	2,720,591	95,882	388,917
February	74,491	1,251,978	2,217,688	74,491	297,198
March	47,288	890,469	1,747,198	47,288	226,013
April	23,016	473,759	1,136,260	23,016	116,652
May	9,102	226,021	718,827	9,102	55,558
June	5,366	167,937	566,887	5,366	41,113
July	5,482	160,264	524,606	5,482	42,786
August	6,269	154,032	535,558	6,269	42,090
September	6,100	184,276	558,089	6,100	46,062
October	10,682	383,605	1,019,459	10,682	89,546
November	43,661	878,282	1,577,233	43,661	205,675
December	81,599	1,389,724	2,333,698	81,599	333,942
Annual Total	408,937	7,789,455	15,656,095	408,937	1,885,553
Winter Total	342,920	6,039,561	10,596,408	342,920	1,451,745

10% Warmer Requirements

January	80,976	1,386,529	2,358,117	80,976	332,038
February	63,578	1,063,678	1,926,189	63,578	253,034
March	40,073	758,933	1,522,804	40,073	195,157
April	19,733	408,510	997,541	19,733	101,477
May	8,294	208,825	663,156	8,294	51,555
June	5,365	167,327	558,531	5,365	40,971
July	5,482	160,264	523,917	5,482	42,786
August	6,269	154,032	534,033	6,269	42,090
September	5,790	177,484	534,738	5,790	44,490
October	7,860	328,446	891,594	7,860	76,750
November	36,170	749,423	1,360,411	36,170	175,475
December	68,775	1,180,439	2,011,234	68,775	284,882

Annual Total	348,365	6,743,890	13,882,266
Winter Total	289,572	5,139,002	9,178,755

348,365	1,640,706
289,572	1,240,586

Mid TN Franklin Murfreesboro	East TN VA Shelbyville	East TN VA Maryville	East TN VA Morristown	East TN VA Greeneville	East TN VA Johnson City
1,147,341	143,995	328,896	218,819	132,172	367,019
882,712	110,613	261,286	173,589	102,265	288,676
614,116	82,267	191,647	127,540	76,397	216,085
332,070	52,395	115,878	75,221	47,500	127,321
163,866	33,106	57,923	49,484	34,090	72,409
126,590	26,472	48,851	39,964	24,114	59,130
117,478	26,060	45,348	40,228	25,418	54,374
111,941	27,456	45,754	37,735	21,538	53,528
135,604	27,403	45,158	39,044	25,500	57,320
272,877	43,011	82,266	78,850	45,742	112,776
623,278	76,283	179,059	118,958	69,010	194,229
975,669	124,658	283,722	183,718	106,823	315,259
5,503,543	773,718	1,685,789	1,183,150	710,568	1,918,127
4,243,116	537,815	1,244,611	822,624	486,667	1,381,268
1,240,190	155,396	356,658	233,076	140,092	396,809
954,780	119,502	282,903	184,942	108,588	312,417
664,456	88,504	207,197	136,121	81,190	234,043
357,107	55,542	123,863	80,645	50,533	138,200
170,463	33,951	60,245	51,514	35,252	76,444
126,824	26,504	48,973	40,181	24,246	59,558
117,478	26,060	45,348	40,281	25,446	54,479
111,941	27,456	45,754	37,770	21,558	53,599
138,214	27,713	45,881	39,898	25,957	59,039
294,059	45,591	89,420	84,063	48,597	123,222
672,608	82,285	194,466	127,620	73,794	212,257
1,055,782	134,456	307,831	196,471	113,888	341,881
5,903,902	822,959	1,808,539	1,252,581	749,141	2,061,948
4,587,816	580,143	1,349,055	878,229	517,551	1,497,406
1,054,491	132,593	301,133	204,561	124,253	337,229
810,643	101,724	239,670	162,236	95,942	264,936
563,777	76,030	176,098	118,960	71,604	198,128
307,034	49,247	107,893	69,797	44,467	116,442
157,270	32,262	55,601	47,454	32,928	68,374
126,356	26,440	48,729	39,747	23,983	58,703
117,478	26,060	45,348	40,176	25,389	54,268
111,941	27,456	45,754	37,699	21,517	53,457
132,994	27,092	44,436	38,189	25,042	55,601
251,696	40,432	75,112	73,637	42,888	102,330
573,948	70,280	163,652	110,296	64,225	176,201
895,557	114,859	259,614	170,966	99,758	288,637

5,103,184	724,476	1,563,038	1,113,719	671,995	1,774,306
3,898,416	495,487	1,140,166	767,019	455,782	1,265,130

East TN VA	East TN VA	East TN VA	East TN VA	East TN VA	East TN VA
Kingsport	Bristol Abingdon	Blacksburg	Marion	Pulaski Dublin	Radford
165,961	388,809	283,128	136,871	116,749	126,171
132,343	323,842	249,322	119,527	88,224	108,734
96,624	247,561	220,063	109,556	72,662	91,542
58,592	164,324	167,104	84,823	51,174	64,404
36,181	103,105	125,330	67,596	35,717	39,973
28,678	86,271	106,451	58,599	21,698	32,631
27,594	84,192	98,016	53,060	14,513	29,834
27,188	85,187	102,913	55,611	20,816	27,814
27,486	84,080	100,827	55,637	24,230	31,919
50,734	155,924	149,942	82,251	47,043	54,291
90,993	234,634	191,021	94,839	68,264	79,105
140,362	346,068	252,209	125,233	88,214	106,739
882,737	2,303,997	2,046,326	1,043,603	649,303	793,158
626,283	1,540,914	1,195,742	586,026	434,113	512,291
178,235	416,874	300,391	144,126	124,391	136,158
142,165	346,208	263,735	125,593	94,621	117,122
104,087	264,479	232,044	114,605	77,997	98,568
63,297	174,640	175,318	88,230	54,743	69,199
37,988	106,946	129,333	69,270	37,484	42,373
28,885	86,683	107,317	58,969	22,094	33,187
27,639	84,292	98,012	53,061	14,516	29,845
27,220	85,254	103,105	55,689	20,895	27,918
28,181	85,684	102,704	56,403	25,021	32,951
55,113	165,751	157,446	85,335	50,247	58,506
98,404	251,579	201,870	99,384	73,040	85,327
151,288	371,145	267,818	131,783	95,103	115,706
942,502	2,439,535	2,139,093	1,082,448	690,151	846,859
674,179	1,650,285	1,265,858	615,492	465,152	552,881
153,686	360,744	265,864	129,615	109,106	116,183
122,521	301,476	234,908	113,460	81,826	100,345
89,162	230,642	208,082	104,507	67,328	84,516
53,887	154,008	158,890	81,417	47,606	59,609
34,373	99,265	121,326	65,921	33,950	37,572
28,471	85,860	105,586	58,228	21,302	32,076
27,550	84,093	98,020	53,059	14,510	29,823
27,157	85,120	102,722	55,533	20,736	27,711
26,791	82,475	98,950	54,872	23,438	30,888
46,355	146,097	142,438	79,167	43,840	50,076
83,581	217,689	180,173	90,295	63,488	72,883
129,437	320,991	236,600	118,683	81,326	97,773

822,971	2,168,460	1,953,559	1,004,758	608,456	739,456
578,387	1,431,542	1,125,626	556,559	403,073	471,701

East TN VA

Wythville

130,767
113,518
103,057
58,164
36,077
29,848
25,625
29,255
27,810
52,695
72,428
99,459
778,704
519,229

138,384
119,891
108,366
62,049
38,026
30,290
25,629
29,340
28,658
56,168
77,208
106,328
820,337
550,177

123,151
107,145
97,748
54,278
34,128
29,406
25,622
29,171
26,962
49,221
67,648
92,590

737,071
488,282

8. Re Questions Re TNVA RFP.pdf (02/05/08)

Phyllis Dickens

From: Sparkman, Deborah [Deborah.Sparkman@atmosenergy.com]
Sent: Tuesday, February 05, 2008 2:26 PM
To: Sparkman, Deborah
Subject: Questions Regarding TN/VA RFP

The following questions were asked regarding the recently issued RFP for Tennessee and Virginia:

QUESTION: *In 2007 FERC issued a NOPR that proposed make changes to its rules regarding capacity release as it relates to Asset Management Agreements like the one proposed in your RFP. As of this date, FERC has not ruled on the proposed rule changes and its original NOPR differs slightly from the structure proposed in this RFP. Would you consider restructuring the proposed AMA as an agency arrangement in the event that FERC does not issue a Final Rule in Docket No. RM08-1 prior to signing the AMA?*

RESPONSE: *With respect to the RFP, the company is soliciting supply and asset management offers from prospective bidders that will facilitate a transaction that FERC recognizes to be in the public interest while also attempting to meet the Company's state regulatory obligations to prudently meet the full natural gas requirements of its customers in Tennessee and Virginia at a reasonable cost. To that end, the Company welcomes all responses to the RFP, including those that propose a different transaction structure from what is set forth in the RFP. The Company will fully evaluate all proposals that enable the Company to meet its full supply requirements and yield additional value for the Company's excess capacity assets.*

QUESTION: *In section 1.1 of the RFP you mention that the contract will be on the standard NAESB form with special provisions and an exhibit or transaction confirmation. Could you please provide a copy of your special provisions and a sample of the transaction confirmation?*

RESPONSE: *The Standard NAESB special provisions will be provided upon specific request via email. Atmos does not have a sample Transaction Confirmation.*

QUESTION: *Could you describe the Small Customer Service and the obligations associated with it in more detail?*

RESPONSE: *This is a firm transportation service and is offered by combining pipeline capacity and storage capacity into a single no-notice service for small general service customers. Customer's seasonal contract demands are supplied by a combination of nominated (pipeline) and unnominated (storage) quantities. Demand charges are based on usage and the service is 100% commodity requirement. The link to the pipeline tariff sheet is: <https://www.gasquest.txgt.com/itasc>.*

QUESTION: *Could you explain what a "storage dead weight test" is?*

RESPONSE: *There are times when Operations will need to limit the activity out of a cavern. A storage dead weight test is such an instance. The test consists of shutting the storage field in for approximately one to two weeks (sometimes longer) to stabilize the pressure. Once the pressure has*

been stabilized; a pressure reading is made and the storage inventory is calculated. While the storage field is shut in there can be no injections or withdrawals.

*Deborah Sparkman
Regional Supply Specialist
Atmos Energy Corporation
377 Riverside Drive, Suite 201
Franklin, TN 37064
(615) 261-2245
(615) 790-9337 (Fax)*

9. Re TNVA RFP Questions.pdf (02/12/08)

Phyllis Dickens

From: Sparkman, Deborah [Deborah.Sparkman@atmosenergy.com]
Sent: Tuesday, February 12, 2008 7:47 AM
To: Sparkman, Deborah
Subject: TN/VA RFP Questions
Attachments: Atmos Bid Form-Exhibit E-Final.xls; Contract Summary-Exhibit C-Final.xls; ETN-VA 08-09 Plan-Exhibit D.xls; Mid-TN 08-09 Plan-Exhibit D.xls; West TN Union City 08-09 Plan-Exhibit D.xls

We received the following questions regarding the recently issued RFP for Tennessee and Virginia:

Question: Do you anticipate an AMA contract in addition to the mentioned NAESB?

Response: We are flexible on having an asset management agreement (AMA) contract format. Should you have a form, we can review when bids are received.

Question: Explain the operational differences between the two Barnsley Storage Exchanges and how are they different from the DTI GSS storage/pipeline exchanges.

Response: Regarding the first Barnsley Storage Exchange shown on page 7 of the RFP, currently we have an exchange agreement in place, April 1, 2008 through October 31, 2008, that effectuates deliveries from the CGT Pool to the CGT Atmos city gates. Regarding the second Barnsley Storage Exchange shown on page 7 of the RFP, starting November 1, 2008, Atmos will require the new asset manager to provide exchange services effectuating deliveries from the CGT Pool to the CGT Atmos city gates.

Operationally the Barnsley Storage Exchange service and the Dominion GSS Storage Exchange service are the same. The only differences are the pipelines and locations involved and that the Dominion GSS Exchange will have an effective date of April 1, 2008.

Question: It appears Atmos Area I appears [*sic*] to buy a considerable amount of delivered supply to the Citygate. Can you explain how this supply is dispatched (baseload vs. swing), can this be delivered off of another pipeline and does the bidding supplier need up to 74,000/day of their own capacity on Columbia Gulf?

Response: The base load quantities are shown on Exhibit D; specifically for Middle TN Exh. D page 2 of 3; base load is supplemented by swing when necessary. For all practical purposes, deliveries shall be on the pipelines indicated. Yes, on a peak day the winning bidder will need to supply up to 74,000 Dth/day of their own capacity on CGT (effective 11/1/08). The asset mgr shall provide for Middle TN both capacity and supply (delivered service) as follows:

- Delivered supply CGT (up to 50,000/d; up to 74,000/d Dec-Feb) effective 11/1/08
- Delivered supply TETCO (up to 5,000/d) effective 11/1/08
- Delivered supply CGT swing

- Question: RFP states a small portion of the supply is required from ETNG to serve Area I. Can you specify delivery meters for East, West and Middle TN service areas on the ETNG capacity disclosed on Exhibit C?
- Response: There are no ETNG delivery meters in the West TN service area. For East and Middle TN delivery meters, refer to Exhibit C. Specifically, the Middle TN delivery meters are on ETN Contract #30777: UCG Columbia West, Meter 59026 (2,472/dth) and UCG Columbia North, Meter 59055 (1,562/dth). As stated on pages 3-4 of the RFP, the Asset Manager for Area II is responsible for the ETNG supply requirements and capacity, regardless of service area.
- Question: Please explain the basket index pricing described on Exhibit E, specifically the need to use NGI pricing. Please confirm the formula is simple average. Is there a basis differential needed for the NYMEX portion of the formula?
- Response: Atmos' Tennessee Tariff includes a Performance Based Ratemaking Mechanism Rider (PBR), found on 2nd Revised Sheet numbers 45.1 and 45.2. Within the Gas Procurement Incentive Mechanism, our commodity cost of gas is compared to a benchmark amount using the 3 mentioned indices. The formula is a simple average and there is no basis differential needed for the NYMEX portion of the formula.
- Question: Can you provide a map which outlines all the assets and pipelines feeding the City gate?
- Response: Maps with the detail city gate interconnects (delivery points) are best obtained directly from the pipelines. Delivery points are specified in Exhibit C of the RFP.
- Question: Can you provide a general description of operational dispatch of supply and assets? Are swing needs provided by storage or delivered supply, or both?
- Response: A general description of the operational dispatch of supply and assets is provided in Exhibit B of the RFP. Swing needs are provided by both storage and delivered supply.
- Question: RFP states the storage must be 90% physically full by September 30 and 95% full by October 31. Will this require storage to be 100% full on November 30?
- Response: No. The 95% at October 31 is effectively "full" and allows for some operational flexibility. We consider November a winter month and as such anticipate some storage withdrawals (see Exhibit D).
- Question: Please provide us with daily load information and the RFP exhibits in Excel format.
- Response: Please see the attached excel files for Exhibits C, D and E.
- Question: On page 13 of the RFP, you describe the general documentation/record-keeping requirements of the Asset Manager. Please further explain Atmos' need to capture all

“offers made and offers rejected” in the transaction record-keeping process?

Response: The documentation/record-retention requirements are set forth by the Tennessee Regulatory Authority. As they pertain to the Asset Manager, only transactions between the Asset Manager and Atmos are subject to this requirement. Atmos is responsible for retaining records of offers made and rejected from non-winning bidders.

Question: Please explain (by storage contract/facility) your intended injection plan. (i.e., will you ratably fill all or some of your storages?)

Response: Our Planning Analyst utilizes historical degree day data and billing determinants for projecting the supply requirements. The monthly storage plan injections/withdrawals are calculated using a bell curve analysis. The plan is provided in Exhibit D.

Question: Can we request a conference call with your Operations personnel to discuss some of issues addressed above?

Response: The Atmos “Gas Supply and Planning” department is your primary contact for RFP questions. Should you have operational questions, you are encouraged to call or email us. We will make the determination of whether Operations personnel need to be involved or contacted.

Thank you,

Deborah Sparkman
Regional Supply Specialist
Atmos Energy Corporation
377 Riverside Drive, Suite 201
Franklin, TN 37064
(615) 261-2245
(615) 790-9337 (Fax)

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 I

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.

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 C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

AREA I

WEST TENNESSEE (UNION CITY):

Texas Gas Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rcpt 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 2,036 258 178	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
STF	TZ1438	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		Nov - March - 2,000 dth/d April - Oct - 1,000 dth/d

MIDDLE TENNESSEE:

Columbia Gulf Transmission (CGT)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rcpt 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	Rcpt 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	

Domitilion Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rcpt 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

Barnsley Storage

MSQ 1,300,000
MDWQ 30,000 dth/d
MDIQ 15,000 dth/d

AREA II

EAST TENNESSEEVIRGINIA SYSTEM:

<u>Tennessee Gas Pipelines (TGP)</u>									
Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d
FT-A	TGP-40876	10/31/2010		firm transport	53,656	Aqua 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 Lobealville (75 3207), Zone 1, 100 Leg Greenbrier TN 2 (Dual 753101) Zone 1, 500 Leg	6,660 46,596
FT-A	TGP-40878	10/31/2010		firm transport	20,000	Galveston 395 Zone 0, 100 Leg Aqua Dulce (Dual 2 6081) Zone 0, 100 Leg Monte Christo Exchange, Zone 0, 100 Leg Glinore Plant Residue, Zone 0, 100 Leg	4,102 3,000 6,000 6,998	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				
FS-MA	TGP-3881	4/1/2008	5 year	storage	20,000			Compressor Station 87 - Portland	
<div>MSQ 1,800,000</div> <div>MDIQ 12,000 (Zone 1, 100 Leg)</div> <div>MDWQ: Ratchet 1,800,000 to 540,001 - 15,000;</div> <div>MDWQ: Ratchet 540,000 to 360,001 - 12,000;</div> <div>MDWQ: Ratchet 360,000 to 0 - 12,000</div> <div>MSQ 193,543</div> <div>MDIQ 1,291 (Zone 1, 100 Leg)</div> <div>MDWQ: Ratchet 193,543 to 58,064 - 1,634;</div> <div>MDWQ: Ratchet 58,063 to 38,710 - 1,307;</div> <div>MDWQ: Ratchet 38,709 to 0 - 1,307</div> <div>MSQ 835,674</div> <div>MDIQ 5,572</div> <div>MDWQ: Ratchet 835,674 to 250,703 - 20,000;</div> <div>MDWQ: Ratchet 250,702 to 0 - 6,069</div>									
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)									
<u>Dominion Transmission</u>									
Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d
GSS	300018	3/31/2011	Year-to-year	storage	3,256	TGP @ Cornwell		TGP @ Cornwell	
<div>MSQ 197,243</div> <div>MDIQ 1,096</div> <div>MDWQ 0 to 3,256</div>									
<u>Southern Natural (SNG)</u>									
Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d
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 Vioara Knoll 989 - BP, Point Code 026900 Sea Robin-ERATH to SNG, Point Code 605300	5,000 8,000 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 TENNESSEEVIRGINIA SYSTEM: (continued)]

[East Tennessee Natural (ETNG)]

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points Dth/d	Repl Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
FT-A	ETN 30777R2	10/31/2010	5 year	firm transport	52,633	410 Storage Withdrawal, Meter 57000	52,633	UCG Bristol, Meter 59002 KUB West, Meter 59005 UCG Blackburg, 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 Need, Meter 59066 UCG Kingsport North, Meter 59067 UCG Witherville, 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 Olin, Meter 59080 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 Morton, 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 Amm Plant, Mtr 59184 UCG Glade Highlands, Meter 59185 TN Eastman Chemical Corp, Meter 59206	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 1,035 927 396 581 106 1,000 166 53 22 29 12 340 33 45 103 69 26 210 41 22 6 3,004 861 236 750 100 2,000	WINTER ONLY - for LINGS #33245 withdrawals only. For peaking purposes only - under OFO & NNS

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TN/VA CONTRACT SUMMARY

AREA II (continued)

EAST TENNESSEE/VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETNG)

Rate Schedule	Contact #	Termination	Renewals	Service	MDQ Div'd	Receipt Points	Rept Pt Div'd	Delivery Points	Div'r Pt Div'd	Comments
FT-A	ETN 307742	10/31/2010	5 year	firm transport	84,588	El Paso-Ridgetop 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 Blackburg, Meter 59010 UCG Pulecki, 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 59048 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 Meadow, Meter 59109 UCG Lowland, Meter 59115 UCG Marion East, Meter 59116 UCG Abingdon East, Meter 59117 UCG Radford East, Meter 59118 UCG Grade Springs, Meter 59119 UCG Marion North, Meter 59120 UCG Chilhowie, Meter 59121 UCG Rural Retreat, Meter 59122 UCG Morton, 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 UCG Morristown South, Meter 59155	5,981 6,067 2,576 3,500 2,773 5,431 5,653 1,856 6,388 2,863 4,870 2,127 6,138 255 2,460 4,063 1,361 2,819 2,339 1,365 1,763 322 36 96 104 4 94 1,016 104 95 411 143 79 1,116 215 134 164 482 1,650 275 5,000	

EXHIBIT C
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

AREA II (continued)

EAST TENNESSEE/VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETNG)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dbl'd	Receipt Points	Rcpt Pt Dbl'd	Delivery Points	Divr Pt Dbl'd	Comments
FT	ETN 34538R2	10/31/2010	5 year	firm transport	27,500	SONAT Bradley, Meter 59311 Dickenson 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 59050 UCG Kingsport South, Meter 59051 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	TEICO, 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 #59196		
FT-LNGS	ETN 33245	10/31/2010	5 year	storage	36,547					MSQ 339,900 - Max rates - FT 30777R2 is used for withdrawals only.

Virginia Gas Pipeline

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dbl'd	Receipt Points	Rcpt Pt Dbl'd	Delivery Points	Divr Pt Dbl'd	Comments
FT	UCG-10243	4/17/2012	Year-to-year	firm transport	20,000	Saltville Meter Site, Meter 759777	20,000	Marion Wytheville Dublin Pulaski 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

[illegible]

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

Beginning Balance (Dth)	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
	dth/d 30	dth/d 31	dth/d 30	dth/d 31	dth/d 31	dth/d 30	dth/d 31	dth/d 30	dth/d 31	dth/d 31	dth/d 29	dth/d 31
SYSTEM REQUIREMENTS	Daily	14,704	5,588	5,170	4,969	6,029	11,485	27,128	41,454	48,639	39,926	26,603
	Monthly	441,134	217,423	167,632	160,264	154,031	180,980	356,025	813,953	1,285,081	1,167,828	824,701
STORAGE INJECTIONS(WITHDRAWALS)	Daily	0	2,095	2,310	2,235	2,235	2,165	2,095	(3,155)	(3,195)	(3,372)	(1,993)
	Monthly	30,313	64,956	69,287	69,287	69,287	64,956	64,956	39,118	97,794	97,794	58,677
Barnesley Storage (via CGT)	Daily	2,027	3,923	8,107	7,845	7,845	8,107	1,961	(4,053)	(9,806)	(10,483)	(5,884)
	Monthly	60,800	121,600	243,200	243,200	243,200	243,200	60,800	121,600	304,000	304,000	182,400
Total		3,037	6,018	10,417	10,080	10,080	10,272	4,056	(5,357)	(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	26,070	18,826
	Monthly	532,230	403,992	480,160	472,760	466,519	489,030	481,771	653,130	883,283	756,030	583,606
SUPPLY (in order of Flow)	TETCO - Contracted Trsnr (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
	CGT - Contracted Trsnr (up to 50,000/d)	10,714	4,109	2,898	2,405	2,204	3,184	8,580	16,771	23,493	21,070	13,826
	TGT via Barnesley	2,027	3,923	8,107	7,845	7,845	8,107	1,961	0	0	0	0
	Total Flowing Gas Purchase	17,741	13,032	16,005	15,250	15,049	16,301	15,541	21,771	28,493	26,070	18,826
Total Flowing Gas Purchase	Daily	17,741	13,032	16,005	15,250	15,049	16,301	15,541	21,771	28,493	26,070	18,826
	Monthly	532,230	403,992	480,160	472,760	466,519	489,030	481,771	653,130	883,283	756,030	583,606

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	29	31
	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
SYSTEM REQUIREMENTS:														
Daily	712	281	179	177	202	198	299	1,331	2,425	2,853	2,380	1,409		
Monthly	21,374	8,698	5,368	5,482	6,269	5,945	9,271	39,915	75,187	88,429	69,034	43,880		
Storage														
SGT #G705														
239,576 MSQ														
Est. Ending Balance 31,000														
Daily	348	673	1,391	1,346	1,346	1,391	336	(759)	(1,835)	(1,835)	(1,835)	(1,101)		
Monthly	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														
Est. Ending Balance 1050														
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		
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	22,753	45,505	45,505	45,505	45,505	11,376	(24,880)	(61,828)	(61,828)	(61,654)	(36,983)		
Flowing Gas:														
STF #T21483														
Daily	1,092	1,015	1,696	1,645	1,670	1,715	666	509	437	865	254	216		
Monthly	32,750	31,461	50,871	50,987	51,774	51,450	20,647	15,255	13,559	26,801	7,380	6,697		

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

10. Re Atmos TNVA RFP Questions.pdf (02/15/08)

Phyllis Dickens

From: Sparkman, Deborah [Deborah.Sparkman@atmosenergy.com]
Sent: Friday, February 15, 2008 11:55 AM
To: Sparkman, Deborah
Subject: Atmos TN/VA RFP Questions
Importance: High
Attachments: Historic Load Data - Question 3.xls

The following questions were asked regarding the recently issued RFP for Tennessee and Virginia:

QUESTION: *The two TGP FT-A contracts are set to expire on 10/31/2010. Since the term of the asset management deal ends 3/31/2011, is it correct to assume that, after 10/31/2010, these contracts will expire and not be available for the last winter of the asset management term?*

RESPONSE: *We are engaged in discussions with TGP and are reasonably certain that we will be able to retain our capacity pursuant to new contracts and/or extensions, but that we may not be able to retain the same receipt points as under the current contracts.*

QUESTION: *Is it correct that all other contracts with a termination date prior to 3/31/2011 will be renewed and available to the asset manager?*

RESPONSE: *Yes, with the exception of one. The Columbia Gulf Exchange Agreement will expire October 31, 2008 and the new asset manager will be responsible for a mirrored agreement.*

QUESTION: *I would like to be able to review historic (actual) load data from the last three years. Can you provide this to me in Excel format?*

RESPONSE: *Attached is a spreadsheet that contains the normalized volumes for each distribution system with the Company's Tennessee/Virginia service areas. These normalized volumes were created by taking the actual daily volumes (for the period of November 1, 2002 to March 31, 2007) and HDD's and performing a linear regression using multiple variables (lag day DTH, lag day HDD, day of the week, month of year). The regression factors are then used to calculate a daily forecast using 1971-2000 NOAA normal HDD and those daily volumes are then totaled into monthly volumes creating the attached sheet.*

QUESTION: *The NORA supply is not discussed in the RFP. Is it correct to assume that this is a baseload supply that reduces the baseload requirement per Exhibit D?*

RESPONSE: *Yes, the Nora supply reduces the base load requirement per Exhibit D.*

QUESTION: *Will Atmos be purchasing the storage refill gas during the months it is forecasted to be injected, per the Exhibit D schedule? If not, is it correct that Atmos will purchase the gas in the month it is forecasted to be withdrawn? In either case, what is the correct index reference price per page 5 of the RFP ("appropriate pipeline and receipt zone")? Would they all be TGP Zone 1 except for the DTI, which would be DTI SP? What would the index be for the ETN LNG storage (339,900 Dth)?*

RESPONSE: Yes, Atmos will purchase storage refill gas during the months forecasted in Exhibit D. Please refer to Exhibit E (2 of 3) for the correct index reference.

QUESTION: Exhibit C, page 5, indicates the total withdrawal rate from Saltville storage to be 33,000 Dth/d, but the Exhibit lists transport receipt points of "Saltville" for only 27,500 Dth/d (20,000/6,000/1,500). If 33,000 Dth/day were to be withdrawn on a given day, how would the 5,500 Dth/day of shortfall be transported?

RESPONSE: Atmos should be billed per plan; Exhibit D, Page 3 of 3 indicates the daily injection and withdrawal quantities. You will note that the volumes never exceed the 27,500 per day withdrawals from Saltville.

Deborah Sparkman
Regional Supply Specialist
Atmos Energy Corporation
377 Riverside Drive, Suite 201
Franklin, TN 37064
(615) 261-2245
(615) 790-9337 (Fax)

Atmos Energy Corporation
2007-2008 Mid-States Division

Month	Normal Requirements			West TN	Mid TN
	West TN Requirements	Mid TN Requirements	East TN VA Requirements	Union City	Columbia
January	88,429	1,507,818	2,539,354	88,429	360,478
February	69,034	1,157,828	2,071,938	69,034	275,116
March	43,680	824,701	1,635,001	43,680	210,585
April	21,374	441,135	1,066,901	21,374	109,064
May	8,698	217,423	690,992	8,698	53,557
June	5,366	167,632	562,709	5,366	41,042
July	5,482	160,264	524,262	5,482	42,786
August	6,269	154,032	534,795	6,269	42,090
September	5,945	180,880	546,414	5,945	45,276
October	9,271	356,025	955,527	9,271	83,148
November	39,915	813,853	1,468,822	39,915	190,575
December	75,187	1,285,081	2,172,466	75,187	309,412
Annual Total	378,651	7,266,672	14,769,180	378,651	1,763,129
Winter Total	316,246	5,589,281	9,887,581	316,246	1,346,165

10% Cooler Requirements

January	95,882	1,629,108	2,720,591	95,882	388,917
February	74,491	1,251,978	2,217,688	74,491	297,198
March	47,288	890,469	1,747,198	47,288	226,013
April	23,016	473,759	1,136,260	23,016	116,652
May	9,102	226,021	718,827	9,102	55,558
June	5,366	167,937	566,887	5,366	41,113
July	5,482	160,264	524,606	5,482	42,786
August	6,269	154,032	535,558	6,269	42,090
September	6,100	184,276	558,089	6,100	46,062
October	10,682	383,605	1,019,459	10,682	89,546
November	43,661	878,282	1,577,233	43,661	205,675
December	81,599	1,389,724	2,333,698	81,599	333,942
Annual Total	408,937	7,789,455	15,656,095	408,937	1,885,553
Winter Total	342,920	6,039,561	10,596,408	342,920	1,451,745

10% Warmer Requirements

January	80,976	1,386,529	2,358,117	80,976	332,038
February	63,578	1,063,678	1,926,189	63,578	253,034
March	40,073	758,933	1,522,804	40,073	195,157
April	19,733	408,510	997,541	19,733	101,477
May	8,294	208,825	663,156	8,294	51,555
June	5,365	167,327	558,531	5,365	40,971
July	5,482	160,264	523,917	5,482	42,786
August	6,269	154,032	534,033	6,269	42,090
September	5,790	177,484	534,738	5,790	44,490
October	7,860	328,446	891,594	7,860	76,750
November	36,170	749,423	1,360,411	36,170	175,475
December	68,775	1,180,439	2,011,234	68,775	284,882

Annual Total	348,365	6,743,890	13,882,266
Winter Total	289,572	5,139,002	9,178,755

348,365	1,640,706
289,572	1,240,586

Mid TN Franklin Murfreesboro	East TN VA Shelbyville	East TN VA Maryville	East TN VA Morristown	East TN VA Greeneville	East TN VA Johnson City
1,147,341	143,995	328,896	218,819	132,172	367,019
882,712	110,613	261,286	173,589	102,265	288,676
614,116	82,267	191,647	127,540	76,397	216,085
332,070	52,395	115,878	75,221	47,500	127,321
163,866	33,106	57,923	49,484	34,090	72,409
126,590	26,472	48,851	39,964	24,114	59,130
117,478	26,060	45,348	40,228	25,418	54,374
111,941	27,456	45,754	37,735	21,538	53,528
135,604	27,403	45,158	39,044	25,500	57,320
272,877	43,011	82,266	78,850	45,742	112,776
623,278	76,283	179,059	118,958	69,010	194,229
975,669	124,658	283,722	183,718	106,823	315,259
5,503,543	773,718	1,685,789	1,183,150	710,568	1,918,127
4,243,116	537,815	1,244,611	822,624	486,667	1,381,268
1,240,190	155,396	356,658	233,076	140,092	396,809
954,780	119,502	282,903	184,942	108,588	312,417
664,456	88,504	207,197	136,121	81,190	234,043
357,107	55,542	123,863	80,645	50,533	138,200
170,463	33,951	60,245	51,514	35,252	76,444
126,824	26,504	48,973	40,181	24,246	59,558
117,478	26,060	45,348	40,281	25,446	54,479
111,941	27,456	45,754	37,770	21,558	53,599
138,214	27,713	45,881	39,898	25,957	59,039
294,059	45,591	89,420	84,063	48,597	123,222
672,608	82,285	194,466	127,620	73,794	212,257
1,055,782	134,456	307,831	196,471	113,888	341,881
5,903,902	822,959	1,808,539	1,252,581	749,141	2,061,948
4,587,816	580,143	1,349,055	878,229	517,551	1,497,406
1,054,491	132,593	301,133	204,561	124,253	337,229
810,643	101,724	239,670	162,236	95,942	264,936
563,777	76,030	176,098	118,960	71,604	198,128
307,034	49,247	107,893	69,797	44,467	116,442
157,270	32,262	55,601	47,454	32,928	68,374
126,356	26,440	48,729	39,747	23,983	58,703
117,478	26,060	45,348	40,176	25,389	54,268
111,941	27,456	45,754	37,699	21,517	53,457
132,994	27,092	44,436	38,189	25,042	55,601
251,696	40,432	75,112	73,637	42,888	102,330
573,948	70,280	163,652	110,296	64,225	176,201
895,557	114,859	259,614	170,966	99,758	288,637

5,103,184	724,476	1,563,038	1,113,719	671,995	1,774,306
3,898,416	495,487	1,140,166	767,019	455,782	1,265,130

East TN VA	East TN VA	East TN VA	East TN VA	East TN VA	East TN VA
Kingsport	Bristol Abingdon	Blacksburg	Marion	Pulaski Dublin	Radford
165,961	388,809	283,128	136,871	116,749	126,171
132,343	323,842	249,322	119,527	88,224	108,734
96,624	247,561	220,063	109,556	72,662	91,542
58,592	164,324	167,104	84,823	51,174	64,404
36,181	103,105	125,330	67,596	35,717	39,973
28,678	86,271	106,451	58,599	21,698	32,631
27,594	84,192	98,016	53,060	14,513	29,834
27,188	85,187	102,913	55,611	20,816	27,814
27,486	84,080	100,827	55,637	24,230	31,919
50,734	155,924	149,942	82,251	47,043	54,291
90,993	234,634	191,021	94,839	68,264	79,105
140,362	346,068	252,209	125,233	88,214	106,739
882,737	2,303,997	2,046,326	1,043,603	649,303	793,158
626,283	1,540,914	1,195,742	586,026	434,113	512,291
178,235	416,874	300,391	144,126	124,391	136,158
142,165	346,208	263,735	125,593	94,621	117,122
104,087	264,479	232,044	114,605	77,997	98,568
63,297	174,640	175,318	88,230	54,743	69,199
37,988	106,946	129,333	69,270	37,484	42,373
28,885	86,683	107,317	58,969	22,094	33,187
27,639	84,292	98,012	53,061	14,516	29,845
27,220	85,254	103,105	55,689	20,895	27,918
28,181	85,684	102,704	56,403	25,021	32,951
55,113	165,751	157,446	85,335	50,247	58,506
98,404	251,579	201,870	99,384	73,040	85,327
151,288	371,145	267,818	131,783	95,103	115,706
942,502	2,439,535	2,139,093	1,082,448	690,151	846,859
674,179	1,650,285	1,265,858	615,492	465,152	552,881
153,686	360,744	265,864	129,615	109,106	116,183
122,521	301,476	234,908	113,460	81,826	100,345
89,162	230,642	208,082	104,507	67,328	84,516
53,887	154,008	158,890	81,417	47,606	59,609
34,373	99,265	121,326	65,921	33,950	37,572
28,471	85,860	105,586	58,228	21,302	32,076
27,550	84,093	98,020	53,059	14,510	29,823
27,157	85,120	102,722	55,533	20,736	27,711
26,791	82,475	98,950	54,872	23,438	30,888
46,355	146,097	142,438	79,167	43,840	50,076
83,581	217,689	180,173	90,295	63,488	72,883
129,437	320,991	236,600	118,683	81,326	97,773

822,971	2,168,460	1,953,559	1,004,758	608,456	739,456
578,387	1,431,542	1,125,626	556,559	403,073	471,701

East TN VA

Wythville

130,767
113,518
103,057
58,164
36,077
29,848
25,625
29,255
27,810
52,695
72,428
99,459
778,704
519,229

138,384
119,891
108,366
62,049
38,026
30,290
25,629
29,340
28,658
56,168
77,208
106,328
820,337
550,177

123,151
107,145
97,748
54,278
34,128
29,406
25,622
29,171
26,962
49,221
67,648
92,590

737,071
488,282