

**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)
)

**FILING OF REDACTED CONTRACT REGARDING GAS COMMODITY
REQUIREMENTS AND MANAGEMENT OF TRANSPORTATION/STORAGE
CONTRACTS**

Pursuant to the Authority's August 4, 2008 Order, Atmos Energy Corporation respectfully files the attached Contract regarding gas commodity requirements and management of transportation/storage contracts. The version attached hereto is redacted as provided in the Authority's Order. This redacted version is, pursuant to the above-referenced Authority Order, being filed publicly (not under seal).

Respectfully submitted,

NEAL & HARWELL, PLC

By: 

William T. Ramsey, #9245

A. Scott Ross, #15634

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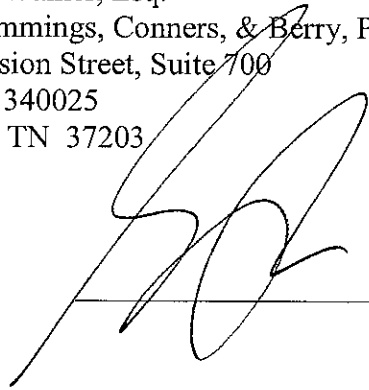
(615) 726-0573 – Facsimile

Counsel for Atmos Energy Corporation

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 11th day of August, 2008.

<input type="checkbox"/> Hand	Vance Broemel, Esq.
<input type="checkbox"/> Mail	Joe Shirley, Esq.
<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



Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date, April 1, 2008. The parties to this Base Contract are the following.

ATMOS ENERGY MARKETING, LLC ("Seller")
 13430 Northwest Freeway, Suite 700 Houston, TX 77040
 Duns Number: 83-570-5831
 Contract Number:
 U.S. Federal Tax ID Number: 75-2879833

and **ATMOS ENERGY CORPORATION ("Buyer")**
 P.O. Box 650205 Dallas, TX 75265-0205
 Duns Number: 10-820-3241
 Contract Number: UCG-11275
 U.S. Federal Tax ID Number: 75-1743247

Notices:

Same as above

Attn: Contract Administration

Phone: 713-688-7771 Fax: 713-688-1625

Atmos Energy Corporation

Attn: Contract Administration

5430 LBJ Freeway, Suite 160 Dallas, TX 75240-2601

Phone: (972) 855-3753

Fax: (972) 855-3773

Confirmations:

Same as above

Attn:

Phone: Fax:

Same as above

Attn:

Phone: Fax:

Invoices and Payments:

Same as above

Attn: Gas Accounting

Phone: 713-688-7771

Fax: 713-688-8162

Atmos Energy Corporation

Attn: Becky Buchanan (Kentucky/Mid-States Division)

377 Riverside Dr., Suite 201 Franklin, TN 37064-5393

Phone: (615) 261-2248

Fax: (615) 790-9337

Wire Transfer or ACH Numbers (if applicable):

BANK: Bank of America, Dallas, TX

ABA: 026-009-593

ACCT: 375-156-1125

Other Details:

BANK: Bank of America, Dallas, TX

ABA: 1110-0001-2

ACCT: 0180347500

Other Details:

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select only one box from each section:

<p>Section 1.2 <input checked="" type="checkbox"/> Oral (default) Transaction Procedure <input type="checkbox"/> Written</p>	<p>Section 7.2 <input checked="" type="checkbox"/> 25th Day of Month following Month of delivery (default) Payment Date <input type="checkbox"/> Day of Month following Month of delivery</p>
<p>Section 2.5 <input checked="" type="checkbox"/> 2 Business Days after receipt (default) Confirm Deadline <input type="checkbox"/> Business Days after receipt</p>	<p>Section 7.2 <input checked="" type="checkbox"/> Wire transfer (default) Method of Payment <input type="checkbox"/> Automated Clearinghouse Credit (ACH) Check</p>
<p>Section 2.6 <input checked="" type="checkbox"/> Seller (default) Confirming Party <input type="checkbox"/> Buyer</p>	<p>Section 7.7 <input checked="" type="checkbox"/> Netting applies (default) Netting <input type="checkbox"/> Netting does not apply</p>
<p>Section 3.2 <input checked="" type="checkbox"/> Cover Standard (default) Performance Obligation <input type="checkbox"/> Spot Price Standard</p>	<p>Section 10.3.1 <input checked="" type="checkbox"/> Early Termination Damages Apply (default) Early Termination Damages <input type="checkbox"/> Early Termination Damages Do Not Apply</p>
<p><i>Note: The following Spot Price Publication applies to both of the immediately preceding.</i></p> <p>Section 2.26 <input checked="" type="checkbox"/> Gas Daily Midpoint (default) Spot Price Publication <input type="checkbox"/></p>	
<p>Section 6 <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) Taxes <input type="checkbox"/> Seller Pays Before and At Delivery Point</p>	<p>Section 10.3.2 <input type="checkbox"/> Other Agreement Setoffs Apply (default) Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Do Not Apply</p>
<p>Section 14.5 Choice Of Law: Texas</p>	
<p>Section 14.10 <input checked="" type="checkbox"/> Confidentiality applies (default) Confidentially <input type="checkbox"/> Confidentially does not apply</p>	
<p><input checked="" type="checkbox"/> Special Provisions Number of sheets attached: Six</p>	
<p><input checked="" type="checkbox"/> Addendum(s): See Transaction Confirmation attached</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

ATMOS ENERGY MARKETING, LLC

Party Name

By

Name: Rob Ellis

Title: Senior Vice President, Marketing

ATMOS ENERGY CORPORATION

(Kentucky/Mid-States Division)

By

Name: Mark S. Bergeron

Title: Vice President, Gas Supply & Services

EXHIBIT

A

General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.7.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.2. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.3. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

- 2.4. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.
- 2.5. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.6. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.7. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation.
- 2.8. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.9. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.10. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas. In either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 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 security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature.
- 2.12. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.13. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.14. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.15. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.16. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.17. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.18. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.19. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.20. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.21. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.22. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.23. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.24. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.25. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.26. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average

of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.27. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.28. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform its Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.29. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.	
Cover Standard:	
3.2.	The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.
Spot Price Standard:	
3.2.	The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment settling forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 14.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

SECTION 10. FINANCIAL RESPONSIBILITY

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. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

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 other 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 within 48 hours but at least one Business Day of a written request by the other party; or (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; 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.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue from the date due until the

date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, actions, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6 and Section 10, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

14.11 The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

**TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY**

SAMPLE DOCUMENT

Letterhead/Logo	Date: _____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
SELLER: _____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$ _____ /MMBtu or _____				
Delivery Period: Begin: _____ End: _____				
Performance Obligation and Contract Quantity: (Select One)				
<table style="width:100%;"> <tr> <td style="width:33%;"> Firm (Fixed Quantity): _____ MMBtus/day : EFP </td> <td style="width:33%;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of I. Buyer or : Seller </td> <td style="width:33%;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day : EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of I. Buyer or : Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day : EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of I. Buyer or : Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):				
Special Conditions: <div style="border: 1px solid black; height: 80px; margin-top: 10px;"> <p align="center" style="font-size: 1.2em; font-weight: bold;">SAMPLE DOCUMENT</p> </div>				
Seller: <u>SAMPLE DOCUMENT</u> By: _____ Title: _____ Date: _____	Buyer: <u>SAMPLE DOCUMENT</u> By: _____ Title: _____ Date: _____			

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

Dated April 1, 2008

By and between

Atmos Energy Corporation ("Buyer")

and

Atmos Energy Marketing, LLC ("Seller")

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 reasonably 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).

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, 14.13, 14.14 and 14.15 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.

14.14 If (A) any regulatory agency having jurisdiction over Buyer (including the Tennessee Regulatory Authority and the Virginia State Corporation Commission) shall for any reason not approve this Contract (where such approval is required), or (B) if

- (i) any such agency, the Federal Energy Regulatory Commission or a court having jurisdiction reverses, withdraws or otherwise modifies (with a result unacceptable to either party in such party's sole but reasonable discretion) any applicable law, regulation, order, ruling, opinion or other

- determination believed to be necessary to proceeding with the transactions contemplated hereunder,
- (ii) such change caused the impacted party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according to the terms hereof would be in violation of any applicable law, regulation, order, ruling or opinion, and
 - (iii) the parties are unable, after good faith negotiations, to renegotiate this Contract to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit, then

the parties will terminate this Contract and proceed to unwind any Transactions outstanding hereunder. For Seller, a reversal, withdrawal or modification by either the Tennessee Regulatory Authority or the Virginia State Corporation Commission that results in Seller becoming subject to the jurisdiction or regulation of either agency shall be subject to subsections (i) through (iii) above.

14.15 Notwithstanding anything herein to the contrary, this Contract is only for the term, and applies only to purchase and sale Transactions made under the terms of, the Transaction Confirmation attached to and made a part of this Contract.

THESE SPECIAL PROVISIONS ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

ATMOS ENERGY CORPORATION
(Mid-States Division)
(Buyer)

By: Mark J. Bergeron
Mark Bergeron
Title: Vice President, Gas Supply Services

ATMOS ENERGY MARKETING, LLC
(Seller)

By: Rob Ellis
Rob Ellis
Title: Senior Vice President, Marketing

TRANSACTION CONFIRMATION

This Transaction Confirmation ("Confirmation") is subject to the Base Contract for Sale and Purchase of Natural Gas (the "Base Contract") dated effective April 1, 2008, by and between Atmos Energy Corporation ("Buyer") and Atmos Energy Marketing, LLC ("Seller"). Except to the extent herein modified or otherwise provided in this Confirmation, the terms and conditions of the Base Contract and Special Provisions thereto shall apply. Unless otherwise herein indicated, capitalized terms used in this Confirmation shall have the meaning given thereto in the Base Contract and Special Provisions thereto. The Base Contract, the Special Provisions thereto and this Confirmation may sometimes hereinafter collectively referred to as the "Contract".

1. Definitions

For purposes of this Confirmation, the following terms shall have the following meanings:

Annual Payment has the meaning set forth in Section 8 of this Confirmation.

Assets has the meaning set forth in Section 8 of this Confirmation.

Barnesley refers to a natural gas storage field in Hopkins County, Kentucky operated by Buyer.

Base Contract has the meaning set forth in the first paragraph above.

Billable Plan has the meaning set forth in Section 3 of this Confirmation.

Btu means British Thermal Unit.

CGT means the interstate pipeline and storage facilities owned and operated by Columbia Gulf Transmission.

Confirmation has the meaning set forth in the first paragraph above. The parties contemplate that Transactions (as defined in the Base Contract) will be effected between them according to the pricing and quantities set forth in this Confirmation.

Contract has the meaning set forth in the first paragraph above.

Contract Year has the meaning set forth in Section 2 of this Confirmation.

Daily Contract Quantity has the meaning set forth in Section 5 of this Confirmation.

Dominion means the interstate pipeline and storage facilities owned and operated by Dominion Gas Transmission.

Dth means dekatherm, a unit of energy equal to one MMBtu.

ETNG means the interstate pipeline and storage facilities owned and operated by East Tennessee Natural Gas.

Exchange Services has the meaning set forth in Section 3 of this Confirmation.

FT means firm transportation service on and at the rates of the specified TSP.

Functional Services has the meaning set forth in Section 8 of this Confirmation.

GDD means the daily spot market price for natural gas as published by Platt's *Gas Daily* for the index specified (e.g. GDD TGT Zone 1).

IFERC means the index price for natural gas published in Platt's *Inside FERC* for the index specified (e.g. IFERC TGT Zone 1).

IT means interruptible transportation on and at the rates of the specified TSP.

MMBtu means one million Btu.

NGI means the index price for natural gas as published in IPress' *Natural Gas Intelligence* for the index specified (e.g. NGI TGT Zone 1).

NYMEX means means the specified natural gas commodity price reported by the New York Mercantile Exchange.

Optimization Rights has the meaning set forth in Section 8 of this Confirmation.

Optimization Rights Consideration has the meaning set forth in Section 8 of this Confirmation.

Plan Requirements has the meaning set forth in Section 5 of this Confirmation, including Daily Contract Quantities.

Salville means the Salville Storage facility located in Virginia and owned and operated by Spectra Energy.

SNG or *SOMAT* means the interstate pipeline and storage facilities owned and operated by Southern Natural Gas Company.

TETCO means the interstate pipeline and storage facilities owned and operated by Texas Eastern Transmission Co.

TGP means the interstate pipeline and storage facilities owned and operated by Tennessee Gas Pipeline.

TGT means the interstate pipeline and storage facilities owned and operated by Texas Gas Transmission.

TSP means a transportation or storage service provider such as CGT, Dominion, ETNG, Salville, SNG, TGP, TGT, TETCO, VGP or other interstate or intrastate pipeline or storage facility located upstream or downstream of Buyer's city gates.

VGP means the pipeline and storage facilities owned and operated by Virginia Gas Pipeline.

2. Delivery Period and Term

The delivery period and term hereof shall be April 1, 2008 through March 31, 2011. As used herein, the term "Contract Year" means the period of April 1 through the following March 31. The first Contract Year begins April 1, 2008 and ends March 31, 2009. The second Contract Year begins April 1, 2009 and ends March 31, 2010. The third Contract Year begins April 1, 2010 and ends March 31, 2011.

3. Billable Plans; Contract Prices – Commodity and Demand

A. Billable Plans

Buyer and Seller agree to the following Billable Plans and Exchange Services (collectively, the "Billable Plans"):

Western Tennessee: Union City

This area is served by TGT with a Small Customer Service (SGT), which includes No-Notice Storage, in addition to a Short Term Firm (STF) contract. Barnsley also provides gas to Union City. Injections and/or withdrawals take place, physically, in TGT Zone 3. The Seller will be responsible for injections into Barnsley, as well as withdrawals from Barnsley for delivery to Buyer's city gate in Union City, on Seller's own TGT capacity. Seller can effectuate deliveries to Union City from Barnsley by displacement using the exchange service described below under Barnsley Storage/Liquid Exchange.

Middle Tennessee: Columbia, Murfreesboro, and Franklin

The pipelines serving this area are 1) ETNG, 2) CGT, and 3) TETCO. ETNG only serves a small portion of the peak day load for the Middle Tennessee Service Area. Storage services are provided through GSS service on TETCO and Barnsley on TGT. The Dominion storage capacity, which is included as part of the Assets, is located on TETCO downstream of the Middle Tennessee service area. The TETCO exchange services are required to be provided by Seller, resulting in a delivery of the injections at the Dominion facility and re-delivery of the withdrawals from the Dominion storage to various Buyer city gate delivery points on TETCO in the Middle Tennessee service area. Additionally, beginning November 1, 2008 through the end of the Contract term, Seller must sell firm delivered gas supply of up to 50,000 dth/day year around and an incremental 24,000 dth/day for the winter only (November – March) to Buyer's city gates in Middle Tennessee off of CGT.

If operationally required and subject to the maximum daily quantities herein specified for CGT, Buyer shall have the ability to utilize alternative delivery points to serve its East Tennessee service area with baseload or swing gas quantities purchased off CGT.

East Tennessee/Virginia: City Gates Connected to ETNG

The pipelines serving this area are 1) ETNG and 2) VGP. ETNG provides to Buyer an LNG service. Buyer also holds storage in Saltville. A Dominion storage facility, of which Buyer owns capacity, is located on TGP downstream of the East Tennessee/Virginia service areas. TGP exchange services are required to be provided by Seller, resulting in a delivery of the injections at the Dominion facility and re-delivery of the withdrawals from the Dominion storage to various city gate delivery points of Buyer on TGP in the East Tennessee/Virginia service area.

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

Buyer will, during the time period specified, exchange quantities on a firm basis with Seller at Buyer's request between Barnsley (TGT Zone 3) and CGT and/or TGT - Egan (the CGT Onshore Pool and/or the TGT Zone SL pool can be substituted for Egan if operationally feasible). Typically, requests for delivery to Seller at Barnsley and receipt from Seller at Egan are made during the winter (November through March) and requests for receipt from Seller at Barnsley and delivery to Seller at Egan are made during the summer (April through October). The total estimated quantity to be exchanged is 1,300,000/dth per summer period and 1,300,000/dth per winter period. Exchange quantities during the summer period are estimated up to 15,000 dth/day. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements. In addition, Seller will accommodate storage dead weight tests and other operational requirements associated with Barnsley.

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

Buyer will, during the time period specified, exchange quantities on a firm basis with Seller at Buyer's request where Buyer will deliver gas to Seller at Barnsley (TGT Zone 3) via storage withdrawals and the Seller will deliver like quantities to Buyer's Middle Tennessee city gates off of CGT. Also, Seller will exchange quantities on a firm basis with Buyer at Buyer's request and exchange gas purchased by Buyer from Seller at the CGT Onshore Pool for gas delivered into Barnsley (TGT Zone 3). Typically, requests by Buyer to exchange gas from Barnsley for gas delivered to Buyer's CGT city gates in the Middle Tennessee Service Area are made during the winter (November through March) and purchases from Seller at the CGT Onshore Pool for exchange by Seller to Barnsley are made during the summer (April through October). The total estimated quantity to be exchanged is 1,300,000/dth per summer period and 1,300,000/dth per winter period. Exchange quantities during the summer period are up to 15,000 dth/day. Exchange quantities during the winter period can range from zero to 30,000 dth/day. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements. In addition, Seller will accommodate storage dead weight tests and other operational requirements associated with Barnsley.

Dominion GSS/TGP/ETN Exchange

Buyer will exchange quantities on a firm basis with Seller at Buyer's request between the Dominion GSS Storage location at Cornwell (TGT Zone 3) and ETNG at Greenbrier and/or the TGP 500 Leg Pool. Typically, requests for delivery to Seller at GSS Storage and receipt from Seller at ETNG at Greenbrier are made during the winter (November through March) and requests for receipt from Seller at GSS Storage and delivery to Seller at the TGP 500 Leg Pool are made during the summer (April through October). Exchange quantities during the summer period are estimated at 922 dth/day. Exchange quantities during the winter period can range from zero (0) to 3,256 dth/day. The total estimated quantity to be exchanged is 197,243/dth per summer period and 197,243/dth per winter period. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements. The Seller will bill Buyer all tariff rates connected to storage service.

Dominion GSS/Middle Tennessee Service Area/TETCO ELA Exchange

Buyer will exchange quantities on a firm basis with Seller at Buyer's request between the Dominion GSS Storage locations at Oakford (TETCO M2) and/or Ledy Transco Zone 6 and the

Middle Tennessee service area (TETCO MI) and/or the TETCO ELA Pool. Typically, requests for delivery to Seller at GSS Storage Oakford and receipt from Seller at the Middle Tennessee service area are made during the winter (November through March) and requests for receipt from Seller at GSS Storage Oakford/Leidy¹ and delivery to Seller at the TETCO ELA pool are made during the summer (April through October). The total estimated quantity to be exchanged is 411,765/dth per summer period and 411,765/dth per winter period. Exchange quantities during the summer period are estimated at 2,288 dth/day. Exchange quantities during the winter period can range from zero to 4,800 dth/day. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements. The Seller will bill Buyer all tariff rates connected to storage service.

FS-MA Storage Fill

Buyer will provide Seller with the Plan Requirements for injection and withdrawal quantities. The total injection quantity will be approximately 835,674 dth. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements.

Contract Storage - TGP

As part of the Assets, Buyer will provide Seller with two storage contracts with the characteristics of FS-PA storage on TGP. Buyer will plan to notably fill during the injection period and withdraw during the winter. Buyer's TGP capacity can be utilized for both injections into and withdrawals from this contract storage.

ETN Storage Fill (Saltville Storage)

Buyer will provide Seller with the Plan Requirements for injection and withdrawal quantities. The total injection quantity will be approximately 200,000 dth. The Maximum Daily Injection Quantity is 10,000/dth. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements.

ETN LNG Storage Fill

Buyer will provide Seller with the Plan Requirements for injection and withdrawal quantities. The total injection quantity will be approximately 339,900 dth. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements.

B. Contract Prices - Commodity, Demand and Exchange Services

For the Plan Requirements purchased and delivered and Exchange Services provided pursuant to the Billable Plans described in the preceding part (A), the following prices shall apply (all quantity prices are per MMBtu):

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

Billable Plan	Base Load Supply	Swing Supply	Demand, Commodity and Fuel Charges
<i>Western Tennessee: Union City</i>			
TGT, Zone 1	[REDACTED]	[REDACTED]	[REDACTED]
TGT, Zone SL Pool	[REDACTED]	[REDACTED]	[REDACTED]
Delivered Supply to Bamsley Storage, KY	[REDACTED]	[REDACTED]	[REDACTED]
Bamsley to Union City Gate Exchange	[REDACTED]	[REDACTED]	[REDACTED]
<i>Middle Tennessee: Columbia, Memphis and Franklin</i>			
Delivered Supply to Bamsley Storage (Summer Only)	[REDACTED]	[REDACTED]	[REDACTED]
CGT, ML Pool (4/1/08 thru 10/31/08)	[REDACTED]	[REDACTED]	[REDACTED]
Delivered supply to Buyer's CGT City Gate (11/1/08 thru 3/31/2011) up to 50,000 dth/day during all months except Dec. thru Feb. of each contract year	[REDACTED]	[REDACTED]	[REDACTED]

Delivered supply to Buyer's C&T City Gate (11/1/08 thru 3/31/2011) up to 74,000 dth/day during the months of Dec. thru Feb. of each contract year			
Delivered supply to Buyer's TETCO City Gate (11/1/08 thru 3/31/11)			
TETCO, ELA (4/1/08 thru 10/31/08)			
Barnsley to C&T Egan (Onshore) (4/1/08 thru 10/31/08)			
Barnsley to C&T city gates (11/1/08 thru 3/31/11)			
<i>East Tennessee Area (City Gates tied to ETNG)</i>			
TGP Zone I, 500 Leg			
TGP Zone I, 800 Leg			

TGP Zone 0, 100 Lcg			
SNG			

4. Performance Obligation

All gas to be supplied by Seller to Buyer hereunder shall be on a firm basis.

5. Plan Requirements; Daily Contract Quantity; Incremental Pricing

Prior to each October 15th and March 15th during the term hereof, Buyer will provide Seller with Winter and Summer Plan Requirements pursuant to the applicable Billable Plans. Winter Plan Requirements will include the months of November through March and Summer Plan Requirements will include the months of April through October. The Plan Requirements will describe monthly flowing quantities of natural gas to be invoiced at the various TSP delivery points on Buyer's distribution systems and will specify Buyer's estimated injections and withdrawals of natural gas from storage. Subject to operational changes, Buyer may update the Plan Requirements during the term hereof. While Seller, as part of Seller's Optimization Rights (as hereinafter defined), will have discretion with respect to how storage will be filled and how much gas will be withdrawn, Seller will adhere to the operational parameters of Buyer's storage and any applicable TSP tariffs. In addition, Seller will maintain sufficient quantities of natural gas in storage to comply with any applicable TSP tariff or agency regulation as well as to enable Buyer to meet the needs of its customers. Buyer and Seller will cooperate to accurately forecast daily system supply requirements and to communicate in a timely manner the preceding day. Seller may not deviate from the Plan Requirements without the prior approval of Buyer, which approval will not be unreasonably withheld.

The Plan Requirements will also specify the daily quantities of gas (the "Daily Contract Quantity") to be delivered on each TSP for each month of a Billable Plan. The Plan Requirements may be updated from time to time as necessary. Any change to the Daily Contract Quantity will be communicated at least five (5) Business Days prior to the earlier of Buyer's or Seller's transporter(s) nominations deadline; provided, however, that any nomination change will not relieve the party who makes the change of the obligation or liability to deliver the Daily Contract Quantity, except as otherwise set forth herein or in the Base Contract.

Seller will provide incremental quantities of gas on any given day at Buyer's request at the swing supply price for the appropriate TSP and location specified in the table set forth in Section 2 of this Confirmation provided that the request is received by Seller by no later than 8:15 a.m. (Central Time) on the day prior to the day on which the request for incremental volumes will be effective. Otherwise, any request for incremental quantities will be priced at the prevailing spot market price at the time the incremental request is made, with the specific price to be confirmed in writing by Buyer and Seller as soon thereafter as reasonably practicable. Seller will use good faith in procuring the best available price for any incremental quantity request subject of the preceding sentence.

6. Scheduling/Balancing Tolerances

For the Middle Tennessee area set forth in the table in Section 2 of this Confirmation, no notice storage or other balancing resources are not available on the immediate upstream TSP. Buyer recognizes, therefore, that to the extent either TETCO or CGT actually assess daily scheduling fees on the differences between scheduled and allocated quantities of gas, Seller will use the same mechanism to invoice Buyer for differences between (i) the aggregate of Plan Requirements plus any incremental purchases, and (ii) allocated quantities. The calculation of any daily scheduling fees will not be a function of and will be performed independently from the actual daily scheduling fees, if any, assessed to Seller by TETCO or CGT.

For the East Tennessee and West Tennessee service areas, storage will be used to balance system demand with pipeline quantities subject to applicable storage maximum daily injection and withdrawal quantities.

7. Pipeline Substitution

Seller will have the right to deliver quantities off TSPs other than the TSPs designated in this Confirmation provided that (i) there will be no reduction in service, quantity or reliability to Buyer, (ii) there will be no pricing change for the service delivered by Seller, and (iii) Seller obtains Buyer's prior consent, which shall not be unreasonably withheld. Seller shall invoice and pass through commodity and fuel costs to Buyer pursuant to the transportation routes and storage activity using the quantities, TSPs, and receipt locations provided in the Plan Requirements and the pricing set forth herein regardless and separate from actual transportation and storage physical movements.

8. Optimization Rights; Consideration

In consideration of the rights granted hereunder by Buyer to Seller to use, manage and optimize the capacity and storage assets listed in Schedule 1² attached hereto (collectively, the "Assets"), Seller will pay, on or before the 25th day of April of each Contract Year, to Buyer the sum of [REDACTED] the "Annual Payment") and shall perform the functional gas supply services hereinafter specified (the "Functional Services") (the Annual Payment and Functional Services may be hereinafter collectively referred to as the "Optimization Rights Consideration"). The Optimization Rights Consideration shall not be subject to setoff with respect to any other amounts owed by Buyer to Seller hereunder.

To the extent that the Assets or any portion thereof are not used to supply Buyer's full gas requirements under this Confirmation, Seller confirms that it possesses the requisite experience and financial strength and is willing to assume the obligations and risks that may lead to financial loss as well as the potential for financial gain in connection with the use, management and optimization of the Assets (the "Optimization Rights"). In connection with the exercise of Seller's Optimization Rights, the parties specifically agree as follows:

² On TGP, 20,000 dth/day of capacity has specific routing requirements from the Zone 1 supply areas and cannot overlap with any of Buyer's gas coming from the TGP 100 Leg to Greenbrier. The 20,000 dth/day capacity can only be used for deliveries to Greenbrier. Improper use of this capacity can result in significant TSP penalties which, if incurred, shall be borne exclusively by Seller.

- A. To the extent required, Seller shall be Buyer's exclusive agent with respect to the Assets and Seller agrees to accept such appointment. In order to effectuate Seller's authority to act as Buyer's agent, the parties agree to execute such documents from time to time as may be required to evidence such agency or appointment. During the term hereof, it is intended that Seller shall become the "shipper of record" with respect to the Assets that are upstream TSP contracts. To the extent required by applicable law or TSP tariffs, the parties agree to effectuate this through appropriate capacity releases, provided, however, that Buyer's rights under the Assets shall not be devalued or adversely affected, and Seller shall credit to Buyer any and all pipeline or storage demand or commodity discounts negotiated by Buyer and in effect at any time during the term of the Confirmation. Buyer shall be responsible for transportation and storage charges (including any applicable *ad valorem* or property taxes assessed on storage balances) associated with the Assets such as demand, reservation, commodity, fuel reimbursement and any charges invoiced to Seller as "shipper of record" in conjunction with any capacity under the Assets released to Seller. Seller shall be entitled to re-release transportation and storage capacity to third parties as part of its optimization rights and shall be entitled to retain the proceeds from such releases. Any re-releases of this type shall expire prior to the termination of this Agreement.
- B. Notwithstanding anything herein to the contrary, no rights are granted hereunder to Seller to negotiate, amend, modify or terminate any contract on behalf of Buyer with any existing, new or replacement TSP.
- C. To the extent that Buyer elects to enter into a new transportation or storage service contract that is not in extension or replacement of any of the Assets, the parties will jointly evaluate whether such contract should be included as part of the Assets. If any new assets are included in the Assets during the term hereof, the parties will re-evaluate the Optimization Rights Consideration to determine whether such amount should be adjusted. If Buyer, during the term hereof, is required by an order of any regulatory agency having jurisdiction to permanently release any portion of the Assets, the parties will re-evaluate the Optimization Rights Consideration to determine whether such amount should be adjusted.
- D. Seller will bear sole financial responsibility for any penalties or damages under any agreements or the Assets to the extent such penalties or damages result from Seller's failure to perform any obligation for which it has assumed or been assigned responsibility hereunder. Seller shall also bear sole financial responsibility, and shall pay to the applicable TSP (or reimburse Buyer if Buyer is required to pay) any imbalance or overrun penalty, daily scheduling fee, cost, charge, or cash-out cost assessed as a result from an over-delivery or under-delivery of gas, except to the extent caused by Seller's actions in following Buyer's written or verbal instructions. Seller's failure to do so could result in the cancellation or termination the Contract and, should Buyer so terminate or cancel this Contract, Seller will be responsible for any and all costs, including any price differentials and reasonable legal fees, associated with Buyer's replication of the contracted services or supply with a replacement counterparty.
- E. Inasmuch as imbalances caused by transportation customers behind Buyer's city gates could affect or impair Seller's Optimization Rights with respect to storage

Assets, Buyer will monitor and control third-party transportation nominations to ensure that imbalances are kept within the parameters of Buyer's applicable transportation tariffs. The parties agree that, absent this function by Buyer, the Optimization Rights Consideration would be less than provided herein.

- F. At the end of the injection period, physical storage shall be filled, at a minimum, to the lesser of (i) 90% or (ii) the applicable Plan Requirements. Subject to this provision and the Plan Requirements, Seller will have the option of optimizing storage arbitrage as part of the Optimization Rights.
- G. Seller will perform the following Functional Services (which shall be performed in a prudent manner consistent with usual and customary standards in the industry) for Buyer during the term hereof:
 - (i) Supply firm gas consistent with the Plan Requirements, Buyer's nominations and this Confirmation.
 - (ii) Schedule volumes on applicable TSPs.
 - (iii) Provide monthly invoicing for all gas purchased by Buyer hereunder as well as any associated TSP demand, reservation and commodity charges, storage injection/withdrawal fees, fuel, imbalance or cash-outs charges for which Buyer is responsible, daily scheduling fees, etc. All invoices must be in sufficient and reasonable detail as Buyer may require.
 - (iv) Provide a summary nominations worksheet to Buyer's gas control department, containing the current day nominations plus nominations for the immediately following five days, every day (except weekends and holidays) by 2:00 p.m. (Central Time), and regardless if no changes are anticipated.
 - (v) Provide routine and timely documentation, as well as maintaining adequate and sufficient records, of all Transactions utilizing the Assets. All records will be maintained for a period of not less than 2 years following the expiration or earlier termination of the Contract.
 - (vi) Conduct weekly agency operations meetings (which may be held via teleconference) with updates on current and projected plan balances, future load forecasting, and historical consumption updates.
 - (vii) Provide load forecasting (including daily load forecasting as reasonably necessary to minimize TSP daily scheduling fees).
- H. Seller acknowledges that it is paramount that Seller take no action nor omit to take any action that would impair or adversely affect the reliability of Buyer's distribution systems or service to Buyer's sales customers, and that Seller's Optimization Rights are subordinate to Buyer's rights to the Assets.
- I. Seller's performance of services hereunder, as well as Seller's exercise of the Optimization Rights, will be in accordance with all applicable laws and regulations including, but not limited to, the applicable regulations of the Federal Energy Regulatory Commission.

9. Unwinding

On April 1, 2011, Seller shall have invoiced storage inventory balances as close as practicable to the physical storage inventory balances. If, at that time, Seller is short to Buyer in its invoiced versus actual storage balances, Seller shall provide these short quantities to Buyer in kind during the month of April 2011. If, at that time, Seller is long to Buyer in its invoiced versus actual storage balances, Seller shall purchase these long quantities from Buyer at the applicable price specified in Section 2 hereof. In the event Seller is awarded the contract or a similar contract after the expiration of the term hereof, or if this contract is otherwise extended, Buyer may elect to roll the short or long balances to the newly awarded or extended contract and the rolled balances will be governed by the terms and conditions of the newly awarded or extended contract.

This Transaction Confirmation is dated and effective as of the date first written above.

SELLER:

Amos Energy Marketing, LLC

By: 

Rob Ellis

Senior Vice President, Marketing

BUYER:

Amos Energy Corporation

By: 

Mark Bergeron

Vice President, Gas Supply Services

AREA I

SCHEDULE I
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TINVA CONTRACT SUMMARY

WEST TENNESSEE UNION CITY:

Texas Gas Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ	Receipt Points	Rep Pt	Delivery Points	Delv Pt	Comments
SGT	60750	10/31/2009	5 year	firm no notice		Dubach, Meter 2632 Henry Hub, Meter 2700 Egan, Meter 5003 Mosh-Lowry, Meter 8443	451 236 258 178	UCG 2.2, Meter 1836		Includes storage service - MISO 235,576 Oct - March - 7,485 dh/d April - 7,424 dh/d May - Sept - 4,120 dh/d Nov - March - 2,000 dh/d April - Oct - 1,500 dh/d
SIF	72148	10/31/2009	5 year	short term firm	2,000 w 1,000 s	Champion, Meter 2102 ANR-Colum, Meter 9173 Egan, Meter 5003 ANR-Elmick, Meter 9888	333 783 877 919	UCG 2.2, Meter 1836		

MIDDLE TENNESSEE:

Columbia Gulf Transmission (CGT)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ	Receipt Points	Rep Pt	Delivery Points	Delv Pt	Comments
FTS1	84924	12/31/2010		firm transport	5,000	CGT Rayne 2700010	5,000	Wideman, Meter 4049 Burwood, Meter 4055 Tanne, Meter 4117 Governors, Meter 4192	1,080 1,080 2,000 1,080	
Contract Traps	UCG-11005-TN-1	11/1/2008		firm transport	50,000	Mainline				

Texas Eastern Transmission (TE)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ	Receipt Points	Rep Pt	Delivery Points	Delv Pt	Comments
FT-1		10/31/2008	Year-to-year	firm transport	5,000	Rhodes Major Receipt Point List		UCG Mufreesboro, Meter 70102 UCG Franklin, Meter 70285 UCG Silverover, Meter 71450 SC-1 Storage, Meter 75511	3,431 1,180 2,579 43 1,735	

Combustion Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ	Receipt Points	Rep Pt	Delivery Points	Delv Pt	Comments
GSS	60067	3/31/2011	Year-to-year	storage	4,880	Interconnects TETCO, Tansco, Ledy				MISO 1,350,000 MISO 411,785 MISO 2,238 dh/d MOWA 0 to 4,500 dh/d

Company Owned Storage - Serves both Western Tennessee and Middle Tennessee

Storage Storage

MISO 1,350,000
MOWA 30,000 dh/d
MIDQ 15,000 dh/d

AREA #

SCHEDULE 1
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TINVA CONTRACT SUMMARY

EAST TENNESSEE/VERMONT SYSTEM

Terminal Gas Pipeline (TGP)

Rate Schedule

Commodity

FT-A

TGP-4076

FT-A

TGP-4076

Commodity Storage

FT-A

TGP-4076

Commodity Storage

FT-A

TGP-4076

Commodity Storage

FT-A

TGP-4076

Commodity Storage

FT-A

TGP-4076

Commodity Storage

FT-A

TGP-4076

Commodity Storage

FT-A

TGP-4076

Commodity Storage

Rate Schedule	Commodity	Terminals	Rate	Service	MOQ	Receipt Points	Rep. Pt.	Delivery Points	Del. Pt.	Comments
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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FT-A	TGP-4076	10/21/2010	10/21/2010	5 year	15,000	3,256 TGP @ Cornwell	Rep. Pt. DNR	Delivery Points	DNR	
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AREA II (continued)

EAST TENNESSEAN VIRGINIA SYSTEM (continued)

East Tennessee Natural Gas

Rate Schedule Contract # Termination Renewal Service
 FT-A ETN 3077R2 10/1/2010 5 year firm transport

SCHEDULE 1
 ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
 TNVA CONTRACT SUMMARY

MOG	Receiv Points	Deliv Pt	Deliv	Comments
42.633	410 Storage Warehouse, Meter 57000	42.633	Deliv	
	UCG Bland, Meter 59002	1.937	Deliv	WINTER ONLY - for LUGS #23245
	UCG Bland, Meter 59005	4.029	Deliv	Wintertime only, for parking purposes
	UCG Bland, Meter 59010	1.936	Deliv	only - under OGD & NNS
	UCG Bland, Meter 59013	1.936	Deliv	
	UCG Bland, Meter 59022	1.936	Deliv	
	UCG Columbia West, Meter 59026	2.172	Deliv	
	UCG Martinsburg, Meter 59027	2.168	Deliv	
	UCG Johnson City East, Meter 59028	1.804	Deliv	
	Rockford, Meter 59033	2.200	Deliv	
	UCG Maryville East, Meter 59046	5.721	Deliv	
	UCG Greenville, Meter 59049	1.877	Deliv	
	UCG Johnson City West, Meter 59050	1.507	Deliv	
	UCG Kingsport South, Meter 59051	1.787	Deliv	
	UCG Columbia North, Meter 59055	1.562	Deliv	
	Rockford, Meter 59059	8.71	Deliv	
	UCG Kingsport, Meter 59061	1.972	Deliv	
	UCG Kingsport, Meter 59065	2.500	Deliv	
	UCG Kingsport, Meter 59067	48	Deliv	
	UCG Kingsport, Meter 59069	8.81	Deliv	
	UCG Elizabethton, Meter 59070	1.280	Deliv	
	UCG Blount, Meter 59071	1.035	Deliv	
	UCG Madison, Meter 59073	1.035	Deliv	
	UCG Abingdon West, Meter 59076	3.86	Deliv	
	UCG Dush, Meter 59077	5.81	Deliv	
	UCG Lynchburg, Meter 59083	1.05	Deliv	
	Chil, Meter 59090	1.000	Deliv	
	UCG Spotswood, Meter 59093	1.66	Deliv	
	UCG Rockford North, Meter 59103	53	Deliv	
	UCG Rockford, Meter 59107	22	Deliv	
	UCG Kingsport, Meter 59117	22	Deliv	
	UCG Madison East, Meter 59116	22	Deliv	
	UCG Abingdon East, Meter 59117	3.2	Deliv	
	UCG Radford East, Meter 59118	3.2	Deliv	
	UCG Glad Springs, Meter 59119	3.1	Deliv	
	UCG Madison North, Meter 59120	4.5	Deliv	
	UCG Chilhowie, Meter 59121	103	Deliv	
	UCG Rural Retreat, Meter 59122	8.9	Deliv	
	UCG Madison, Meter 59126	26	Deliv	
	UCG Gray, Meter 59126	210	Deliv	
	UCG Tri Cities, Meter 59127	41	Deliv	
	UCG Miller Park, Meter 59128	22	Deliv	
	UCG Blounts Creek, Meter 59129	5	Deliv	
	UCG Kingsport, Meter 59130	3.004	Deliv	
	UCG Kingsport, Meter 59145	8.01	Deliv	
	Rockford, Meter 59150	236	Deliv	
	UCG Kingsport, Meter 59151	780	Deliv	
	UCG Kingsport, Meter 59152	100	Deliv	
	UCG Kingsport, Meter 59153	2050	Deliv	
	TR Eastman Chemical Corp, Meter 59206		Deliv	

ATMDS ENERGY CORPORATION - MIDSTATES DIVISION
TNVA CONTRACT SUMMARY

East Tennessee Natural ETN01										
PTA	Roll Schedule	Contract #	Termination	Renewals	Service	MOA	Rep Pk	Delivery Point	Dwr Pt	Comments
				5 year	Ann Transport	Div'd Receipt Points	Div'd		Div'd	
ETN 107742	1031/2010					84,546 El Paso-Riding Horse Receiving, Meter 5101 El Paso-Labrador Receiving, Meter 5201 Dickinson Co Receiving, Meter 5315	65,361 5,660 12,587	UCC Bricol, Meter 58002 UCC Bratsburg, Meter 59010 UCC Pulaski, Meter 59013 UCC Rockford, Meter 59022 UCC Monticello, Meter 59027 UCC Johnson City East, Meter 59028 UCC Mayville, Meter 58646 UCC Mayville East, Meter 59043 UCC Greenville, Meter 59049 UCC Johnson City West, Meter 59050 UCC Knappton South, Meter 59051 Rockford, Meter 59059 UCC Shelbyville, Meter 59061 UCC Knappton North, Meter 59067 UCC Wynfield, Meter 59069 UCC Emdenham, Meter 59070 UCC Blountville, Meter 59071 UCC Bristol North, Meter 59074 UCC Henry, Meter 59075 UCC Johnson City West, Meter 59078 UCC Oak Ridge, Meter 59077 UCC Lynchburg, Meter 59083 UCC Rockford North, Meter 59103 UCC Lynchburg Perennial Fruit, Meter 59104 UCC Melrose, Meter 59109 UCC Lewand, Meter 59115 UCC Madison East, Meter 59116 UCC Ashland East, Meter 59117 UCC Rutledge East, Meter 59118 UCC Quebe Springs, Meter 59119 UCC Marion North, Meter 59120 UCC Chillicothe, Meter 59121 UCC Rust Riverdale, Meter 59122 UCC Marion, Meter 59125 UCC Gray, Meter 59126 UCC Hill Clure, Meter 59127 UCC Miller Park, Meter 59128 UCC Brenner Creek, Meter 59129 UCC Abingdon, Meter 59138 UCC Newryville West, Meter 59145 UCC Harrison South, Meter 59155	5,000	

AREA II (continued)

SCHEDULE 1
ATMOS ENERGY CORPORATION - MIDSTATES DIVISION
TIWVA CONTRACT SUMMARY

EAST TENNESSEE VIRGINIA SYSTEM (continued)

East Tennessee Natural ETNOC

Rate Schedule	Contract #	Termination	Renewals	Service	MDO Divd	Receipt Point	Ren P Divd	Delivery Point	Del P Divd	Comments
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FT	ETN 3438972	10/31/2010	5 year	firm transport	27,500 SONAT Brady, Meter 59311 Oakenman Co., Meter #59315 Sahale Sig Whitewell, Meter #59777	17,500 4,000 6,000	UGC Briar, Meter 59002 UGC Blacksburg, Meter 59016 UGC Johnson City West, Meter 59050 UGC Kingsport South, Meter 59091 Sahale Sig Injection, Meter 59765	7,500 3,000 3,500 4,000 10,000		
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CONTRACT GAS Piping

FT-A	ETN #1024381	3/31/2009	5 year	firm transport	1,500 TETCO, Memphis, TN, Meter #59330	1,500	UGC Blacksburg, Meter #59012			
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FT-A	ETN #1027481	10/31/2016	5 year	firm transport	1,500 Sahale LLC, Sig Whitewell, Meter #59370	1,500	Roadside West Salem, Meter #59198			
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FT-LINGS	ETN 33245	10/31/2010	3 year	storage	35,547					
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FSS	UCG-10242	4/30/2011		storage	30,000					
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FSS	UCG-10354	7/1/2002	3 year	storage	3,000					
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FT	UCG-10243	4/17/2012	Year-to-year	firm transport	20,000 Sahale Meter Sub, Meter 75977	20,000				
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