

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

IN RE:)
)
REQUEST OF ATMOS ENERGY) **Docket No. 14-00009**
CORPORATION FOR APPROVAL)
OF CONTRACTS REGARDING GAS)
COMMODITY REQUIREMENTS AND)
MANAGEMENT OF TRANSPORTATION/)
STORAGE CONTRACTS)

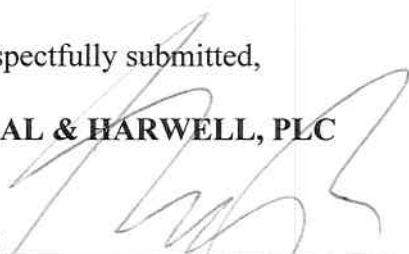
NOTICE OF FILING PUBLIC COPY OF AGREEMENT

At the request of TRA Staff, Atmos respectfully files a redacted public copy of the Asset Management Agreement at issue in this case. This Agreement was previously filed under seal, pursuant to the terms of the Confidentiality Order in this case, as Exhibit B to the testimony of Rebecca Buchanan. Atmos now submits a redacted copy of the Agreement that can be filed as part of the public record.

The redacted Agreement is attached. It is *not* confidential and should *not* be filed under seal.

Respectfully submitted,

NEAL & HARWELL, PLC


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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 of record, this the 25 day of March, 2014.

- ☐ Hand
- ☐ Mail
- ☐ Fax
- ☐ Fed. Ex.
- ☒ E-Mail

Joe Shirley, Esq.
Senior Counsel
Office of the Attorney General
Consumer Advocate and Protection Division
P. O. Box 20207
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ADDENDUM TO BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

This Addendum Agreement (this "Agreement") is made and entered into effective as of April 1, 2014 (the "Effective Date") by and between Atmos Energy Corporation ("Customer") and Atmos Energy Marketing, LLC. ("AEM" or "Manager"). Customer and Manager are sometimes hereinafter referred to collectively as the "Parties" and singularly as a "Party".

WHEREAS, Customer and Manager have entered into that certain Base Contract for Sale and Purchase of Natural Gas, dated as of April 1, 2008, attached hereto as Schedule A (the "NAESB Contract");

WHEREAS, Customer is a party to and maintains various Gas supply, transportation and storage contracts for the purpose of meeting its Gas needs;

WHEREAS, Customer's need to utilize these assets to serve its needs varies on a monthly, daily, and seasonal basis depending on a variety of factors;

WHEREAS, Customer desires to engage Manager to provide all supply and asset management services with respect to the natural gas transportation and storage assets listed in Schedule B, (hereafter referred to collectively as the "Asset Portfolio" or the "Assets"), by arranging for Firm gas deliveries to Customer and having the right to otherwise use and optimize the Asset Portfolio to the extent such assets are not required to meet Customer's needs; and

WHEREAS, Manager desires to provide such supply and asset management services and to acquire the right to utilize the Asset Portfolio, when not required to serve Customer's needs, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, Customer and Manager agree as follows:

ARTICLE 1 RELEASE OF CONTRACTUAL CAPACITY

1.01 Capacity Release. (a) Customer shall release to Manager, in accordance with the capacity release regulations of the Federal Energy Regulatory Commission ("FERC") and the tariff requirements of the applicable interstate natural gas pipelines, the firm natural gas transportation assets listed in Schedule B. Such releases shall be in the form of non-biddable, pre-arranged releases at a rate of \$0.00 and that comply with FERC's capacity release regulations. If the Transporter's electronic bulletin board will not accept a zero value, then the releases will be posted at the smallest value that will be accepted. If the release cannot be posted as a zero demand rate release, Customer shall reimburse Manager for any demand charges that Manager pays to the relevant Transporter with respect to the Released Capacity.

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(b) Customer and Manager acknowledge and agree that (i) the releases are being made pursuant to the asset management arrangements described herein and that such arrangements relating to FERC-jurisdictional capacity qualify as "asset management arrangements" pursuant to FERC Order 712 and (ii) both Customer's and Manager's obligation to perform hereunder shall not commence until Manager has received the releases and all other documentation necessary to fulfill its obligations hereunder.

(c) Notwithstanding anything herein to the contrary, no rights are granted hereunder to Manager to negotiate, amend, modify or terminate any contract in the Asset Portfolio.

(d) To the extent that Customer elects to amend an existing Asset, or enter into a new transportation or storage service contract that is not an extension or replacement of any of the Assets, the parties will jointly evaluate whether such contract should be included as part of the Asset Portfolio. If any new or amended Assets are included in the Asset Portfolio during the term hereof, the parties will re-evaluate the Capacity Utilization Credit to determine whether such amount should be adjusted. If Customer, during the term hereof, is required by an order of any regulatory agency having jurisdiction to permanently release any portion of the Asset Portfolio, the parties will re-evaluate the Capacity Utilization Credit to determine whether such amount should be adjusted.

(e) Manager will bear sole financial responsibility for any penalties or damages under any agreements or the Asset Portfolio to the extent such penalties or damages result from Manager's failure to perform any obligation for which it has assumed or been assigned responsibility hereunder. Manager shall also bear sole financial responsibility, and shall pay to the applicable pipeline or storage provider (hereafter individually referred to as "Transporter") (or reimburse Customer if Customer 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 Manager's actions in following Customer's Plan Requirements, or other written or verbal instructions from Customer. Manager's failure to assume responsibility for charges hereunder for which it is obligated shall constitute an Event of Default under the terms of the Base Contract and may result in the cancellation or termination of this Agreement and, should Customer so terminate or cancel this Agreement, Manager will be responsible for any and all costs, including any price differentials and reasonable legal fees, associated with Customer's replication of the contracted services or supply with a replacement counterparty.

(f) Released capacity may be recalled immediately upon (i) a breach that leads to the termination of this Agreement; (ii) failure by Manager to fulfill its delivery obligations subject to the terms and conditions of this Agreement; or (iii) the mutual agreement of the parties.

(g) If the capacity under a transportation or storage service agreement held by Customer cannot be released to Manager because of the Transporter's tariff provisions, then Manager shall not be obligated to post any release of that capacity nor utilize that capacity for any purpose other than as specifically set forth in this Agreement (when applicable, see Schedule B-1, Non-Releasable Assets). With respect to such non-releasable capacity, Manager shall function solely as Customer's agent for purposes of nominations, scheduling and other customary services

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incidental to the management of non-releasable capacity. For any deliveries by Manager into Customer's non-releasable transportation or storage capacity, Manager's point of delivery shall be the receipt point(s) of Customer's transport or storage contracts, but Manager, as Customer's agent, shall nominate to the transporter the deliveries for Customer to Customer's city gate and/or purchase withdrawal quantities from non-releasable storage (if upstream of releasable transportation) and resell equivalent quantities (less fuel) to Customer at the Delivery Point(s).

1.02 Nomination/Balancing Functions. Manager will also provide operations management services associated with Gas deliveries to the Customer, including nomination and balancing functions on East Tennessee Natural Gas (ETNG), Texas Gas Transmission (TGT), Columbia Gulf Transmission (CGT), Texas Eastern Transmission (TETCO), Tennessee Gas Pipeline (TGP), and Southern Natural Gas (SONAT). Customer will take such actions as may be necessary for Manager to perform these functions. Manager shall confer with Customer on a regular basis to obtain forecasts of the possible monthly and daily gas requirements of the Customer.

1.03 Term of Agreement. The term of this Agreement shall be April 1, 2014 through March 31, 2015.

ARTICLE 2 PIPELINE CHARGES

2.01 Demand Charges. Customer will be responsible for demand charges or other fixed charges associated with the Assets each Month, and shall pay them directly to each Transporter.

2.02 Variable Charges. With respect to released assets, Manager will invoice Customer for variable transportation charges associated with volumes purchased by Customer or volumes transported as directed by Customer. For purposes hereof, "Variable Charges" shall mean all applicable contractual pipeline variable transportation charges and surcharges, including fuel, for the asset(s). Customer shall pay Variable Charges to Manager pursuant to the transportation routes and storage activity using the quantities, Transporters, and receipt locations provided in the Plan Requirements and the pricing set forth herein regardless and separate from actual transportation and storage physical movements.

2.03 Discounted Demand Charges. Within the Asset Portfolio, the Area I Texas Eastern FT contract #910800R1 has a discounted demand rate based on the nomination path. In the event Manager nominates for any quantity outside of the discounted path, Customer will lose the discount on the entire MDQ for each day such nomination is outside the discounted path. Manager will be responsible for crediting Customer for the lost discount.

ARTICLE 3 CAPACITY UTILIZATION CREDIT

Manager shall pay to Customer a monthly capacity utilization credit (the "Capacity Utilization Credit") equal to [REDACTED] (for a cumulative total of [REDACTED] over the term) in consideration of Manager's rights hereunder regarding the Asset Portfolio. Such Capacity

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Utilization Credit shall be reflected as a credit to Customer against payments Customer may owe to Manager on a monthly basis hereunder. The Capacity Utilization Credit will not be adjusted due to pipeline OFO's, Force Majeure conditions, or other general operating limitations.

ARTICLE 4 GAS DELIVERIES

4.01 Firm Sales by Manager.

(a) Manager shall supply all of Customer's commodity supply requirements, other than intra-day gas for which the Parties fail to agree on pricing, delivered on a Firm basis, subject to the maximum rights of the Asset Portfolio.

(b) All Gas sales from Manager to Customer (and from Customer to Manager, if applicable) shall be subject to the provisions of the NAESB Contract in Schedule A.

(c) For purposes of Gas deliveries made pursuant to this Agreement, "Delivery Point(s)" shall mean the specific points on a Transporter at which Manager and Customer, as applicable under any released or agency asset, has the right to have Gas delivered on such Transporter and take title to such Gas pursuant to the Transporter's nomination process.

4.02 Nomination and Scheduling.

(a) Baseload Gas. Customer may request Manager to deliver a daily baseload quantity for any Month ("Baseload Gas"), and such request must be received by the fifth (5th) Business Day prior to the first day of gas flow for such Month.

(b) Incremental Gas. Customer may request Manager to deliver daily quantities ("Incremental Gas"), and such request for Incremental Gas must be received by 8:00 a.m. CPT on the applicable Incremental Gas Trading Day (as defined below) prior to flow ("Incremental Nomination Deadline"). For all requirements nominated by Customer over a weekend or a holiday, Customer will take Gas on a ratable basis. Customer may establish nominations of Incremental Gas quantities for multiple days. "Incremental Gas Trading Day" means the day and period that natural gas is traded for the subsequent day or days on the ICE Trading system. This schedule is posted on the ICE website.

(c) Intra-Day Gas. Customer may request a change in the delivery quantities of Gas following the Incremental Nomination Deadline ("Intra-Day Gas") at a price to be negotiated by the Parties. If Manager and Customer are able to reach agreement on the price of such quantities purchased (or sold) by no later than three (3) hours prior to the applicable Transporter's intra-day nomination deadline, Manager shall use commercially reasonable efforts to deliver (or receive) such Intra-Day Gas. If Manager and Customer are unable to reach an agreement, Customer shall be entitled to purchase such Intra-Day Gas from a third party supplier. Customer will appoint Manager as its nominating agent for any such third party supply contracts. All such Intra-Day Gas acquired by Customer will either have title transferred to Manager prior to transportation on Manager's capacity or shall be titled directly in Manager's name. Under no circumstances shall

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Customer or Manager engage in any transactions in violation of FERC's Shipper Must Have Title policy.

(d) Buy-Back Quantities. As part of the nomination process, Customer shall have the right to notify Manager whether Customer desires to sell back to Manager any portion of its Baseload Gas ("Buy-Back Quantities") by no later than the Incremental Nomination Deadline. Manager shall only be obligated to buy back quantities of Gas supplied directly by it, not Gas supplied (or to have been supplied) from third parties as allowed under this Agreement.

4.03 Duties and Responsibilities of Manager. Subject to the terms of this Agreement and the NAESB Contract in Schedule A, on any Day during the Term, Manager will, when called upon by Customer, deliver to Customer a quantity of Gas equal to the Customer's Gas requirements up to the maximum daily quantity contractual entitlements of the released capacity. Manager will perform the following services (which shall be performed in a prudent manner consistent with usual and customary standards in the industry) for Customer during the Term hereof:

- (a) Manager will be obligated to provide all firm system supply requirements on any and every day of the Term up to the applicable contract demand of Customer's released capacity.
- (b) Schedule quantities of Gas on applicable Transporter's electronic bulletin board. In connection with this service, Manager shall dispatch Gas to Customer subject to Transporter operating conditions, events of Force Majeure or specific instructions from Customer, using the least cost applicable Supply Service(s) first, inclusive of variable transportation and fuel, acting in the best interest of Customer. Customer may request documentation substantiating optimal dispatching and provide such documentation in response to regulatory requests.
- (c) Provide monthly invoicing for all Gas purchased by Customer hereunder as well as any associated Variable Charges, as well as imbalance or cash-out charges for which Customer is responsible, daily scheduling fees, etc. All invoices must be in sufficient and reasonable detail as Customer may reasonably require.
- (d) Provide routine and timely documentation, as well as maintaining adequate and sufficient records, of all Gas supply and services to Customer hereunder. All records will be maintained for a period of not less than two years following the expiration or earlier termination of the Agreement.
- (e) Provide a summary nominations worksheet to Customer'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. CPT, and regardless if no changes are anticipated.

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- (f) Conduct weekly progress status meetings (which may be held via teleconference or via email if mutually agreeable) with updates on current and project plan balances, future load forecasting, and historical consumption updates.
- (g) Manager acknowledges that it is paramount that Manager takes no action nor omits to take any action that would impair or adversely affect the reliability of Customer's distribution systems or service to Customer's sales customers, and that Manager's asset management rights are expressly subordinate to Customer's rights to the Assets.
- (h) Manager may utilize any alternate receipt points as long as there is no additional cost to the Customer and deliveries remain firm. Manager must provide gas supply at primary receipt points when alternate points are curtailed.
- (i) Manager will have the right to deliver quantities of Gas off Transporters other than the Transporters designated in this Agreement provided that (i) there will be no reduction in service, quantity or reliability to Customer, (ii) there will be no pricing change for the service delivered by Manager, and (iii) Manager obtains Customer's prior consent, which shall not be unreasonably withheld.

ARTICLE 5 CONTRACT QUANTITY

5.01 Gas Requirements. Manager agrees to sell and deliver to Customer during the Term of the Agreement all of Customer's Gas requirements for Customer's distribution systems in Tennessee/Virginia served by the applicable pipelines. Such Gas requirements are comprised of:

- (a) FOM (first of month) baseload quantities;
- (b) Incremental quantities on a daily basis, including weekends and holidays, above FOM quantities up to the maximum daily quantity of Customer's firm transport entitlements on the applicable pipeline;
- (c) Intra-day quantities (when required by Customer) above FOM and incremental quantities up to the maximum daily quantity of Customer's firm transport entitlements on the applicable pipeline; and
- (d) Repurchase of FOM baseload quantities delivered by Manager but not taken by Customer, and which are referred to as buy-back quantities.

5.02 Plan Requirements and Daily Contract Quantity. Attached hereto as Schedule C (hereafter referred to as the "Plan Requirements" or "Plan") is an estimate, by Month, of Customer's Gas requirements hereunder for the twelve month Term of the Agreement including estimated injections and withdrawals of natural gas from storage. Each October and March during the Term, Customer will provide Manager with an updated Plan Requirements for the coming season. Although the Plan Requirements provide a benchmark for Customer's Gas requirements for the Term of the Agreement, they are simply estimates and do not establish the

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definitive Daily Contract Quantity that Customer will purchase hereunder from Manager in any given Month. Instead, the Daily Contract Quantity each Month shall be determined and billed based on the FOM baseload, incremental, intra-day and buy-back quantities provided by Customer (the "Daily Contract Quantity"). Actual quantities on the Assets may vary based on Manager's utilization thereof, and Manager shall provide to Customer monthly support for billed quantities and measured quantities on the Assets. Manager will also provide daily communications to Customer on how Customer's firm requirements are being met hereunder. Notwithstanding anything else in the Agreement to the contrary, Customer shall be obligated to purchase the baseload quantity every Day of the applicable Month during the Term of the Agreement.

5.03 Excess Volumes. Volumes requested by Customer in excess of the contractual rights under the Asset Portfolio or in excess of the delivered supply rights provided in Article 6 shall be mutually agreed between the Parties, provided that Manager is under no obligation to supply volumes to Customer in excess of such contractual rights.

ARTICLE 6 SUPPLY SERVICES

6.01 Area I – West Tennessee Flowing Gas. Manager will sell TGT baseload and incremental supply gas to Customer for Customer's flowing gas requirements (up to Customer's applicable firm TGT transportation entitlements) to serve Customer's city gates in West Tennessee and storage injection. The applicable pricing basis will be selected by Customer per the Plan Requirements. In accordance with Section 4.03 (b), Manager will advise Customer on the least cost supply and optimal dispatching for billable purchases.

6.02 Area I – Middle Tennessee Flowing Gas. Manager will sell CGT and TETCO baseload and incremental supply gas to Customer for Customer's flowing gas requirements (up to Customer's applicable firm CGT and/or TETCO transportation entitlements) to serve Customer's city gates in Middle Tennessee and storage injection. The applicable pricing basis will be selected by buyer per the Plan Requirements. In accordance with Section 4.03 (b), Manager will advise Customer on the least cost supply and optimal dispatching for billable purchases. A small portion of the supply requirement for Area I is served by ETNG. At Customer's discretion, the Manager will be required to provide up to 10,000 Dth/d of gas supply into Customer's ETNG capacity for delivery points geographically located in Middle Tennessee.

6.03 Area I – Barnsley Delivered Supply (Summer Storage Injections). Manager will provide a delivered gas service to supply Barnsley injections, April through October, at Texas Gas meter 9404, up to 12,250 Dth/day for plan storage injections via TGT.

6.04 Area I – Barnsley Supply Exchange (Winter Delivered Service). This service will effectuate Customer's plan withdrawal quantities from Barnsley storage in TGT Zone 3 for the months of November through March. Manager will provide an Exchange Delivered Service from Barnsley storage withdrawal to Customer's Area I city gates or at the Columbia Gulf Transmission ("CGT") mainline pool, at Customer's discretion. On each day, Customer will have the option to call upon a quantity up to 1,000 Dth/day at its TGT city gates, up to 10,000

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Dth/day at its TETCO city gates, up to 27,000 Dth/day at the CGT city gates, and up to 27,000 Dth/day at the CGT Mainline Pool, not to exceed 27,000 Dth in the aggregate for all the foregoing points on any given day.

6.05 Area I – Dominion Delivered Supply (Summer Storage Injection – Middle TN). The Manager will provide a delivered gas supply of up to 2,288 Dth/d to Dominion GSS storage at Oakford for aggregate baseload plan storage injections per the Plan Requirements. Deliveries of Dominion storage withdrawal quantities may be effectuated via Customer's firm transport capacity on TETCO.

6.06 Area I – Incremental CGT/TETCO Delivered Supply (Winter Service – Middle TN). The Manager will provide a firm delivered gas supply in Middle TN for the months December through February, up to 23,000 Dth/d in aggregate at Customer's city gates interconnected with CGT or TETCO at Customer's sole discretion. The applicable pricing basis will be selected by Customer per the Plan Requirements prior to the timely Gas Daily nomination deadline.

6.07 Area II – East TN/VA Flowing Gas. The Manager will sell TGP, CGT and SNG (SONAT) priced baseload and incremental gas supply to Customer for Customer's flowing gas requirements (up to Customer's applicable firm upstream TGP/CGT/SNG and downstream ETNG transportation entitlements) to serve Customer's city gates in Area II and storage injection. The applicable pricing basis will be selected by Customer per the Plan Requirements. In accordance with Section 4.03 (b), Manager will advise Customer on the least cost supply and optimal dispatching for billable purchases.

6.08 Area II – Nora/Jewell Ridge Contract Supply. The Manager acknowledges and will accommodate Customer's separate contract supply for Nora and Jewell Ridge receipts into ETNG. A minimum quantity of 5,000 Dth/d summer and 10,000 Dth/d winter firm baseload receipts will be received into ETNG at Nora receipt meter #59315 and/or at Jewell Ridge receipt meter #50092. On peak days this contract supply may be up to 16,567 Dth/d at Nora and 10,000 Dth/d at Jewell Ridge. Customer will notify Manager day-ahead of the incremental quantities expected.

6.09 Area II – TETCO into ETNG Winter Delivered Supply. The Manager will provide a delivered supply of up to 1,500 Dth/d into ETNG at TETCO Hartsville, Meter 59330, for aggregate baseload and incremental quantities (November through March).

6.10 Area II – TGP into ETNG Winter Delivered Supply. The Manager will provide a delivered supply of up to 3,365 Dth/d into ETNG at TGP Ridgetop, Meter 53101, for aggregate baseload and incremental quantities (November through March).

ARTICLE 7 CONTRACT PRICES

The Gas delivered and sold by Manager and purchased by Customer pursuant to this Agreement will be priced as follows (plus applicable pipeline fuel and variable charges billed in accordance with Customer's Transporter contracts, or as otherwise stated in the tables below):

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FOM baseload quantities will be priced utilizing the "Inside FERC's Gas Market Report" first-of-the-month posting (IFERC) indices. Incremental quantities will be priced utilizing at the "Platt's Gas Daily" Daily price survey midpoint (GDD) indices. Intra-day quantities will be priced in accordance with Section 4.02 (c). Buy-back quantities will be priced utilizing the "Platt's Gas Daily" Daily price survey midpoint (GDD) and reflected as a credit on Customer's invoice from manager for such month. Applicable premiums, discounts or other charges are indicated.

FOM BASELOAD AND INCREMENTAL PRICING

Supply Service #	Base Load Supply	Incremental Supply	Demand, Commodity and Fuel Charges
6.01 TGT, Zone 1			
6.01 TGT, Zone SL Pool			
6.02 CGT ML			
6.02 TETCO M-2			
6.03 Barnsley Delivered Supply, TGT, Zone 1 (Inj)			
6.04 Barnsley Delivered Exchange (W/D's), TGT, TETCO, CGT city gates CGT ML pool			
6.05 Dominion Delivered Supply, TETCO, (Inj)			
6.06 CGT Delivered Supply, CGT city gates			
6.06 TETCO Delivered Supply,, city gates			
6.07 CGT ML, .			
6.07 TGP Z1, 500L,			
6.07 TGP Z1, 800L,			
6.07 TGP Z0, 100L,			
6.07 SNG LA			
6.09 TETCO Delivered Supply into ETNG, (Nov-Mar)			
6.09 TGP Delivered Supply into ETNG Ridgetop, (Nov-Mar)			

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BASELOAD BUY-BACK PRICING

Supply Service #	Base Load Buy-Back	Incremental Buy-Back	Demand, Commodity and Fuel Charges
6.01 TGT, Zone 1			
6.01 TGT, Zone SL			
6.02 CGT ML,			
6.02 TETCO M-2 Receipts,			
6.07 CGT ML,			
6.07 TGP Z1, 500L,			
6.07 TGP Z1, 800L,			
6.07 TGP Z0, 100L,			
6.07 SNG LA,			
6.09 TETCO Delivered Supply into ETNG, (Nov-Mar)			
6.09 TGP Delivered Supply into ETNG Ridgetop, (Nov-Mar)			

ARTICLE 8 STORAGE INVENTORY

8.01 Assignment of Storage Inventory Balance. With respect to released storage capacity, Customer shall assign to Manager all of its right, title, and interest in the Gas storage inventory included as of the Effective Date (the "Initial Transfer Amount"), utilizing zero cost releases and consistent with the relevant and applicable provisions of the applicable storage provider's tariff on file with FERC. At the beginning of the Term of the Agreement, Customer shall have an inventory level of approximately 5% of the maximum storage quantity (MSQ) for each storage Asset.

8.02 Taxes. With respect to assigned inventory, Customer shall be responsible for any applicable ad valorem or property taxes assessed on storage balances.

8.03 Operation and Balancing. While Manager, as part of Manager's asset management rights, will have discretion with respect to how storage will be filled and how much gas will be withdrawn (subject to any physical inventory requirements hereinafter specified), Manager will

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adhere to the operational parameters of the storage assets and any applicable Transporter tariffs. In addition, Manager will maintain sufficient quantities of gas in storage to comply with any applicable Transporter tariffs or agency regulations as well as to enable Customer to meet the needs of its customers. Customer and Manager will cooperate to accurately forecast daily system supply requirements and to communicate in a timely manner the preceding Day. The Customer may adjust plan storage activity daily in accordance with the Incremental Nomination Deadline stated in Article 4.02(b). Manager may not deviate from Customer's plan requirements without the prior approval of Customer, which approval will not be unreasonably withheld.

Balancing Area I - West Tennessee - The difference between Customer's TGT FOM baseload purchases plus incremental quantities less sellbacks and the Customer's actual usage will be balanced on paper by Manager utilizing the TGT SGT NNS contract. Regardless of how the Manager physically balances the system, the NNS contract takes the swing on a billable paper inventory account. The transportation customers on Customer's distribution system are kept whole to their nominations and balance on Customer's NNS storage. The other storage in this area, Barnsley Storage, shall have injections and withdrawals according to the monthly Plan provided to Manager five Days prior to the beginning of the flow month. Manager shall track and report the paper and physical storage inventory balances.

Balancing Area I - Middle Tennessee - The difference between Customer's Middle TN FOM baseload purchases plus incremental quantities less sellbacks and the Customer's actual usage in aggregate for all Middle TN pipelines, will be balanced each month utilizing a cash-out priced per the CGT tariff. Columbia Gulf issues a monthly non-critical notice with the Cash-in/Cash-out tier pricing. Customer will only utilize the 0-5% tolerance tier price for monthly cash-out sells or buys irrespective of the actual balance. Regardless of how Manager physically balances the system, Customer will settle its imbalance with Manager with a billable CGT cash out. The other storage facilities in this area, Barnsley, Dominion and TETCO shall have injections and withdrawals according to the monthly Plan provided to Manager five Days prior to the beginning of the flow month. The transportation customers on Customer's distribution system are kept whole to their nominations and are balanced on the CGT cash out. Manager shall track and report the paper and physical inventory balances.

Balancing Area II - The difference between Customer's Area II FOM baseload purchases plus incremental quantities less sellbacks and the Customer's actual usage will be balanced on paper utilizing the TGP FSMA Storage. Regardless of how Manager physically balances the system, the FSMA contract takes the swing on a billable paper inventory account. The transportation customers on Customer's distribution system are kept whole to their nominations and are balanced on Customer's FSMA storage. The other storage facilities in this area, Saltville, Caledonia, and ETNG LNGS, shall have injections and withdrawals according to the revised monthly Plan provided to Manager five Days prior to the beginning of the flow month. Manager shall track and report the paper and physical inventory balances.

For operational purposes, the physical and plan storage inventory levels must be at the appropriate levels at the beginning of each winter season to ensure reliability of supply. To adequately meet peak day conditions, the Manager must maintain a minimum physical inventory through February 15 of 111,000 Dth for Saltville Gas Storage and 110,000 Dth for ETNG LNGS

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Storage, or less if mutually agreed upon by Customer and Manager. All storage contracts are to be physically filled to the required storage plan levels of approximately five percent (5%) of the maximum storage quantity on the Agreement termination date of March 31, 2015, unless otherwise agreed upon between the Customer and Manager.

8.04 Unwinding and Reassignment of Storage Inventory Balance. On the last day of the Term, or any earlier termination date, Manager will reassign the storage inventory to Customer. On April 1, 2015, Manager shall have the physical storage inventory balances as close as practicable to Customer's invoiced paper storage inventory balances. If at that time an invoiced paper storage balance exceeds the physical balance for such storage, then Manager will repurchase the difference (i.e., the excess paper balance, not physical gas), from Customer at the FOM baseload price for such storage for the Month of March or April, 2015, whichever is greater, plus any applicable variable costs. If at that time an invoiced storage balance is less than the physical balance for such storage, then Manager will sell the difference to Customer at the FOM baseload price for such storage for the Month of March or April, 2015, whichever is the lesser, plus any applicable variable costs. In the event Manager is awarded the contract or a similar contract after the expiration of the term hereof, or if this Agreement is otherwise extended, Customer 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.

ARTICLE 9 INVOICING AND PAYMENTS

Invoicing; Payments. Not later than the fifteenth (15th) Day of each month following the preceding month in which the relevant services were rendered, Manager shall render to Customer a monthly settlement statement, which shall include:

- (a) charges for all Gas delivered from Manager to Customer during such Month; plus
- (b) Variable Charges associated with Customer's requirements pursuant to Customer's contractual transportation path; plus
- (c) charges such as interstate pipeline imbalance charges and penalties that are incurred and not caused by Manager; minus
- (d) taxes (if any) and other amounts due from one Party to the other (as a credit/debit, as applicable).

ARTICLE 10 REGULATORY COMPLIANCE AND TERMINATION

10.01 This Agreement and all transactions hereunder shall be subject to all applicable laws, rules and regulations of governmental entities having jurisdiction over the Parties or the transactions contemplated hereunder. This Agreement shall be terminable upon 15 Days' notice by either Party if reasonably determined to be in violation of or inconsistent with such laws.

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10.02 In addition to any provisions for early termination otherwise set forth herein or in the Base NAESB Contract, the Parties agree that either Party may terminate this Agreement if:

- (a) a court or governmental agency with jurisdiction (including without limitation the Tennessee Regulatory Authority, the Commonwealth of Virginia State Corporation Commission, or the Federal Energy Regulatory Commission) reverses, withdraws or otherwise modifies, with a result unacceptable to such party in its sole discretion, any applicable law, regulation order, ruling, opinion or other determination believed to be necessary to proceeding with the transactions contemplated under the Agreement;
- (b) such change causes the impacted Party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance according the terms of the agreement would be in violation of any applicable law, regulation, order, ruling or opinion, and
- (c) the Parties are unable, after good faith negotiations, to renegotiate the Agreement to comply with such reversal, withdrawal or modification and maintain the same level of service or benefit.

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

ARTICLE 11 MISCELLANEOUS

11.01 Upon the effective date of any termination of this Agreement, all assets assigned or released hereunder shall be reassigned or released back to Customer and an Early Termination Event shall apply (and all obligations to supply by Manager shall cease).

11.02 Attached as Schedule C hereto is Customer's anticipated gas purchase and supply plan for the term of this Agreement. Listed gas purchase and supply plan is an estimate only. Customer reserves the right to adjust gas purchase and supply plan with proper notification to Manager.

11.03 In the event of a conflict between the terms of the NAESB Contract and this Agreement, the terms of this Agreement shall control. Capitalized terms used herein and not defined, shall have the meanings set forth in the NAESB Contract.

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IN WITNESS WHEREOF, by execution in duplicate originals, the Parties hereto have caused this Agreement to be effective as of the day and year first above written:

ATMOS ENERGY MARKETING, LLC

By: [Signature]

Title: SVP Trading & Scheduling

Date: 02/20/14

ATMOS ENERGY CORPORATION

By: [Signature]

Title: V.P. Gas Supply

Date: 2/20/14

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LIST OF SCHEDULES

Schedule A	Base NAESB Contract
Schedule B	Asset Portfolio/Assets Under Release
Schedule B1	Non-Releasable Assets Under Agency
Schedule C1	Supply Plan Requirements – West TN
Schedule C2	Supply Plan Requirements – Middle TN
Schedule C3	Supply Plan Requirements – East TN & VA

UCG-11275

CONFIDENTIAL**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: 0180347600

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:

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

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

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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) those 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).

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- 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 dekathorn.
- 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

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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 a 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.

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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 setting 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.

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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.

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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

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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, setoffs, 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.

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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.

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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)		
Firm (Fixed Quantity): _____ MMBtus/day 1 - EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2, at election of 1. Buyer or 1. Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions: SAMPLE DOCUMENT		
Seller: <u>SAMPLE DOCUMENT</u> By: _____ Title: _____ Date: _____		Buyer: <u>SAMPLE DOCUMENT</u> By: _____ Title: _____ Date: _____

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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**

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(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.

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(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

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- 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

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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

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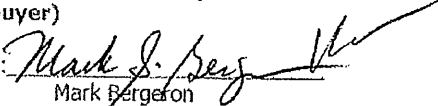
- determination believed to be necessary to proceeding with the transactions contemplated hereunder,
- (ii) such change caused the impacted party to incur any material capital or operating cost, or loss of opportunity, related to the provision or receipt of services contemplated herein, or performance 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.

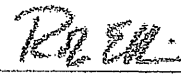
14.15 Notwithstanding anything herein to the contrary, this Contract is only for the term, and applies only to purchase and sale Transactions made under the terms of, the Transaction Confirmation attached to and made a part of this Contract.

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

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

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

ATMOS ENERGY MARKETING, LLC
(Seller)

By: 
Rob Ellis
Title: Senior Vice President, Marketing

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SCHEDULE B – ASSET PORTFOLIO
(ASSETS UNDER RELEASE)

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SCHEDULE B - ASSET PORTFOLIO
ATMOS ENERGY CORPORATION - KY/MID-STATES DIVISION
TNVA CONTRACT SUMMARY

AREA I

WEST TENNESSEE (UNION CITY):

Texas Gas Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
---------------	------------	-------------	----------	---------	--------------	----------------	------------------	-----------------	------------------	----------

STF	T21483	10/31/2019	5 year	short term firm	2,000 Winter 500 Summer	Champlin, Meter 2102 (Winter), Zone 1 ANR-Calumet, Meter 9173 (Winter), Zone SL Egan, Meter 9003 (Winter), Zone SL Champlin, Meter 2102 (Summer), Zone SL ANR-Calumet, Meter 9173 (Summer), Zone SL Egan, Meter 9003 (Summer), Zone SL ANR-Eunice, Meter 9880 (Summer), Zone SL	333 783 877 919 917 382 339 460	UCG Z-2, Meter 1836 (Winter), Zone 2 UCG Z-2, Meter 1836 (Summer), Zone 2	2,000 500	Nov - March - 2,000 dth/d April - Oct - 500 dth/d
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Please see Exhibit B-1 for details on non-releasable contract.

SGT (agency)

MIDDLE TENNESSEE

Columbia Gulf Transmission (CGT)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
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FTS1	84924	3/31/2016	none	firm transport	5,000	Gulf-Leach 801, Market Mainline Zone	5,000	Florida Gas 4118, Onshore Zone	5,000	
FTS1	23481	3/31/2016	none	firm transport	25,000	CGT Rayne 2700010, Market Mainline Zone	25,000	Leach, 801, Mainline Zone	25,000	
FTS1	23188	3/31/2016	none	firm transport	12,500	Regency II 4227, Market Mainline Zone	12,500	Williamson, Meter 4049, Mainline Zone Burwood, Meter 4056, Mainline Zone Tritone, Meter 4117, Mainline Zone Governors, Meter 4182, Mainline Zone	2,000 2,000 7,500 1,000	
FTS1	142156	3/31/2016	none	firm transport	7,500	Gulf-Leach 801, Market Mainline Zone	7,500	Florida Gas 4118, Onshore Zone	7,500	

Dominion Transmission

Rate Schedule	Contract #	Termination	Renewals	Service	Dth/d	Receipt Points	Dth/d	Delivery Points	Dth/d	Comments
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GSS	600047	3/31/2021	1 year	storage	4,880	Interconnects TETCO, Westmoreland Co., PA, Oakford, Mtr 40208 Interconnects TETCO, Noble Co., WVA, Sta 450, Mtr 40212 Interconnects TETCO, Monroe Co., WVA, Sta 471, Mtr 40213 Interconnects TETCO, Monroe Co., WVA, Sta 983, Mtr 40205 Interconnects TETCO, Monroe Co., WVA, Sta 004, Mtr 40207 Interconnects TETCO, Monroe Co., WVA, Sta 004, Mtr 40207 Interconnects TETCO, Green Co., PA, Sta 037, Mtr 40216 Interconnects TETCO, Somerset Co., PA, Sta 051, Mtr 40211	2,288 2,288 2,288 2,288 2,288 2,288 2,288	Interconnects TETCO, Westmoreland Co., PA, Oakford, Mtr 40208 Mtr 40208	4,880	MSQ 411,765 MDIQ 2,288 dth/d MDWQ 0 to 4,880 dth/d
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Texas Eastern Transmission

FT-1	910800R1	3/31/2016	1 year	firm transport	5,000	Oakford Storage, PA-(D70082/R76082) Westmoreland CO 75082 Zone M2 (Backhaul)	5,000	UCG - Columbia, TN, Maury Co., TN 73076, M1 Zone UCG Murfreesboro, Rutherford Co., Meter 70102, Zone M1 UCG Franklin, Williamson Co., Meter 70366, Zone M1 Mtr 70524 - Atmos Energy Amor Mtr 72587 - Atmos Energy Amor Mtr 75578 - Monroe Gas ST Mtr 71298 - ETNG Mtr 70297 - Atmos Energy Etne Mtr 70298 - Mississippi Valley	5,000	*Discounted demand based on nomination path; in the event Asset Manager makes a nom for any qty outside of the discounted path, Atmos will use the discounted rate on the entire MDQ for each day such nom is outside the discounted path. The Asset Manager will be responsible for crediting Atmos for the lost discount.
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SS-1	400244-R2	4/30/2015	1 year	storage	3,000	Meter 79511, Zone M1 Storage Point	925	Meter 79515, SS-1 Storage Service Delivery Point UCG Murfreesboro, Rutherford Co., Meter 70102, Zone M1 UCG Franklin, Williamson Co., Meter 70366, Zone M1 UCG Newkirk, Williamson Co., Meter 70450, Zone M1 UCG Tritone, Williamson Co., Meter 73025, Zone M1 UCG Columbia, Maury Co., Meter 73076, Zone M1	800 100 1,000 1,000 100	Inbedded no-notice transportation MSQ 180,000 MDIQ 925 dth/d MDWQ to 3,000 dth/d
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UCG Barnsley Storage - Serves both West Tennessee and Middle Tennessee

Please see Exhibit B-1 for details on non-releasable contract.

Barnsley Storage

(agency)

UCG-10924

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SCHEDULE B - ASSET PORTFOLIO
ATMOS ENERGY CORPORATION - KY/MID-STATES DIVISION
TNVA CONTRACT SUMMARY

AREA II

EAST TENNESSEE/VIRGINIA SYSTEM:

Tennessee Gas Pipeline (TGP)

Rate Schedule	Contract #	Termination	Renewals	Service	MDQ Dth/d	Receipt Points	Ropt Pt Dth/d	Delivery Points	Divr Pt Dth/d	Comments
FT-A	TGP-68218	10/31/2015	1 month	firm transport	53,656	Kay Interconnect (Meter 412271) 100 leg, Zone 0 Port Sulphur (Meter 412389) 800 leg, Zone L Jefferson Island (Meter 412398) 800 leg, Zone L Sabine (Meter 412690) 800 leg, Zone L	40,000 9,558 2,500 3,750	E Lobbville (Meter 420042) 100 leg, Zone 1 Greenbrier TN (Meter 420289) 500 leg, Zone 1	6,660 46,966	
FT-A	92725	3/31/2019	1 month	firm transport	10,000	ETP/TGP Wharton Co. Transport (Meter 411911) 100 leg, Zone 0 ANR/TGP Shadyside St Mary (Meter 412694) 500 Leg, Zone L Knetica/TGP Port Sulphur (Meter 412882) 500 Leg, Zone L	5,000 2,500 2,500	ETNG/TGP Greenbrier TN 2 (Meter 420289) 500 leg, Zone 1 Secondary Delivery Pts:	10,000	The contract will carry a discount to all secondary receipts and deliveries in the paths and zones described. If Asset Manager elects to use other pts, they will be responsible for any charges over discount (See NOTE '2)

Egin Storage (Meter 420822), 800 leg, Zone L
Jefferson Island Storage (Meter 412389) 800 leg, Zone L
Pine Prairie Storage (Meter 421043) 800 leg, Zone L
E Lobbville (Meter 420042) 100 leg, Zone 1
Greenbrier TN (Meter 420289) 500 leg, Zone 1
Gardella Dam (Meter 420311) 100 leg, Zone 1
Bear Creek Storage In (Meter 460017), 100 leg, Zone 1
Portland Storage In (Meter 460020) 100 leg, Zone 1
Portland Storage In (Meter 460025) 100 leg, Zone 1
Greenbrier Tennessee (Meter 420289) 500 leg, Zone 1
Hamilton Mississippi (Meter 420411) 500 leg, Zone 1
Petal Mississippi Storage (Meter 420702) 500 leg, Zone 1
Aberdeen Sales (Meter 420765) 500 leg, Zone 1
New Hope Sales (Meter 420766) 500 leg, Zone 1
Pine Storage (Meter 420767) 500 leg, Zone 1
Pine Springs Rd (Meter 420807) 500 leg, Zone 1
Firebird Storage (Meter 412709) 500 leg, Zone 1
Caledonia Storage (Meter 412734) 500 leg, Zone 1
Monroe Storage (Meter 421061) 500 leg, Zone 1
Greenwood Mississippi (Meter 420279) 800 leg, Zone 1
Crowville Louisiana (Meter 420328) 800 leg, Zone 1
Hardy Sta Mississippi (Meter 420328) 800 leg, Zone 1
Transylvania Louisiana (Meter 420441) 800 leg, Zone 1
Hickman Mississippi (Meter 420500) 800 leg, Zone 1
Polecat Creek (Meter 420500) 800 leg, Zone 1
Lassalle Parish Nabo Sales (Meter 420755) 800 Leg, Zone L
Sabine Sales (Meter 420817) 100 Leg, Zone 0
Columbus AFB (Meter 420820) 500 leg, Zone 1

MSQ 835,674
MDIQ 5,572
MDWQ: Ratchet 835,674 to 250,703 - 20,000;
MDWQ: Ratchet 250,702 to 0 - 5,069

20,000 Compressor Station 87 - Portland
Injection Meter 060025

5 year

FS-MA TGP-3981

10/31/2019

storage

5,572

20,000

MSQ 835,674
MDIQ 5,572
MDWQ: Ratchet 835,674 to 250,703 - 20,000;
MDWQ: Ratchet 250,702 to 0 - 5,069

Columbia Gulf Transmission (CGT)

FTS1	135019	10/31/2015		firm transport	5,000	Regency 4227, Mainline Zone	5,000	East Tennessee/Trousdale 4133, Mainline Zone	5,000	
FSS	Atmos 001	3/31/2015	none	storage	10,000	Caledonia Storage Facility Meter 412734	8,500	Caledonia Storage Facility Meter 412734	10,000	MSQ 500,000 MDIQ 5,500 MDWQ 10,000

Southern Natural (SNG)

Rate Schedule	Contract #	Termination	Renewals	Service	Dth/d	Receipt Points	Dth/d	Delivery Points	Dth/d	Comments
FT	PSNG5239	8/31/2018	1 year	firm transport	7,500	See Robin-ERATH to SNG, Point Code 605300, Zone 0 ANK - Shadyside, Point Code 604000, Zone 0 Columbia Gulf - Shadyside, Point Code 605500, Zone 0 Tennessee Gas Pipeline (Meter 412398) 800 leg, Zone L Koch Gateway - Shadyside, Point Code 030300, Zone 0 Stash - Gulf South, Point code 606500, Zone 0	1,000 1,929 1,937 429 429 1,776	East TN - Cleveland to ETNG #1, Point Code 790300	7,500	

NOTE (2) *Receipts and/or deliveries to points other than those listed above during the term of Shippers Service Package shall result in Shipper being assessed Tennessee's maximum reservation rate for the primary path divided by the number of days in the month for the entire contract TQ on the day(s) of such deliveries and the maximum daily commodity rates under Rate Schedule FT-A as well as the applicable fuel and loss charges and surcharges.

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SCHEDULE B - ASSET PORTFOLIO
ATMOS ENERGY CORPORATION - KY/MID-STATES DIVISION
TNVA CONTRACT SUMMARY

AREA II (continued)

EAST TENNESSEE VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETNG)

Rate Schedule	Contract #	Termination	Renewals	Service	MDO Dtbl'd	Receipt Points	Rest Pt Dtbl'd	Delivery Points	Divr Pt Dtbl'd	Comments
FT-A	30777R3	10/31/2015	5 year	firm transport	36,633	410 Storage Withdrawal, Meter 57000	36,633	UCG Bislist, Meter 59002 UCG Blacksburg, Meter 59010 UCG P-laski, Meter 59013 UCG Radford, Meter 59022 UCG Columbia West, Meter 59028 UCG Morristown, Meter 59027 UCG Johnson City East, Meter 59028 UCG Maryville, Meter 59048 UCG Marion East, Meter 59048 UCG Greenville, Meter 59049 UCG Johnson City West, Meter 59050 UCG Kingsport South, Meter 59051 UCG Columbia North, Meter 59055 Rockford, Meter 59059 UCG Shelbyville, Meter 59061 UCG Kingsport North, Meter 59067 UCG Witherville, Meter 59069 UCG Eastman, Meter 59070 UCG Blountville, Meter 59071 UCG Bislist North, Meter 59074 UCG Marion, Meter 59075 UCG Abingdon West, Meter 59076 UCG Dublin, Meter 59077 UCG Lynchburg, Meter 59083 UCG Spontox, Meter 59095 UCG Rockford North, Meter 59103 UCG Lynchburg Portals (Fuel), Meter 59104 UCG Marion East, Meter 59116 UCG Abingdon East, Meter 59117 UCG Radford East, Meter 59118 UCG Glade Springs, Meter 59119 UCG Marion North, Meter 59120 UCG Chilhowie, Meter 59121 UCG Rural Retreat, Meter 59122 UCG Norton, Meter 59125 UCG Gap, Meter 59126 UCG T-Creek, Meter 59127 UCG Miller Park, Meter 59128 UCG Boones Creek, Meter 59129 UCG Abingdon, Meter 59130 UCG Maryville West, Meter 59145 UCG Glade Highlands, Meter 59185	1,937 976 233 959 2,472 2,368 1,804 5,751 1,874 1,877 1,507 1,787 1,562 973 1,972 48 861 1,428 1,489 1,035 127 196 191 186 53 22 25 12 340 33 45 103 69 26 210 41 21 6 3,004 531 236 100	WINTER ONLY - for LNGS #53245 withdrawals only. For peaking purposes only - under OFO & NNS

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SCHEDULE B - ASSET PORTFOLIO
ATMOS ENERGY CORPORATION - KY/MID-STATES DIVISION
TNVA CONTRACT SUMMARY

AREA II (continued)

EAST TENNESSEE/VIRGINIA SYSTEM: (continued)

East Tennessee Natural (ETNG)

Rate Schedule
FT-A
3077/R3
Contract #
10/31/2015
Termination
5 year
Renewals
Service
firm transport

MDQ Div'd	Receipt Points	Root Pt Div'd	Delivery Points	Div. Pt Div'd	Comments
84,588	Ridgeloop Receiving, Meter 55101	65,061	UCG Bristol, Meter 59002	5,991	Through a third party, Atmos has firm
	Lobeville Receiving, Meter 53201	6,860	UCG Blacksburg, Meter 59010	6,067	contract supply of up to 16,557 Div'd at Nora
	Dickinson CO Receiving, Meter 59315	12,867	UCG Pulaski, Meter 59013	2,576	Meter 59313 & up to 10,000 Div'd at Jewell
	Thousanda CO Receiving, Meter 59315	300	UCG Radford, Meter 59022	3,500	Ridge meter 50092, eff until 3/31/2016.
			UCG Morristown, Meter 59027	2,773	Baseload quantities are stated in the RFP.
			UCG Johnson City East, Meter 59028	5,431	
			UCG Maryville East, Meter 59048	153	
			UCG Greenville, Meter 59049	186	
			UCG Johnson City West, Meter 59050	6,388	
			UCG Kingsport South, Meter 59051	2,953	
			Rockford, Meter 59059	4,870	
			UCG Shelbyville, Meter 59061	377	
			UCG Kingsport North, Meter 59067	6,138	
			UCG Wytheville, Meter 59069	255	
			UCG Blount, Meter 59070	2,460	
			UCG Blountville, Meter 59071	4,063	
			UCG Bristol North, Meter 59074	1,763	
			UCG Marion, Meter 59075	2,819	
			UCG Abingdon West, Meter 59076	2,339	
			UCG Dublin, Meter 59077	1,365	
			UCG Lynchburg, Meter 59083	1,763	
			UCG Rockford North, Meter 59103	322	
			UCG Lynchburg Portable (Fuel), Meter 59104	96	
			UCG Radford East, Meter 59116	96	
			UCG Lowland, Meter 59115	104	
			UCG Marion East, Meter 59116	4	
			UCG Abingdon East, Meter 59117	84	
			UCG Radford East, Meter 59118	1,016	
			UCG Glade Springs, Meter 59119	104	
			UCG Marion North, Meter 59120	95	
			UCG Chilhowie, Meter 59121	411	
			UCG Rural Retreat, Meter 59122	143	
			UCG Norton, Meter 59125	79	
			UCG Gray, Meter 59125	1,116	
			UCG Chilhowie, Meter 59127	215	
			UCG Miller Park, Meter 59128	134	
			UCG Boones Creek, Meter 59129	184	
			UCG Abingdon, Meter 59130	482	
			UCG Maryville West, Meter 59145	1,950	
			UCG Morristown South, Meter 59155	275	
			Saltville Stg Injection, Meter 59766	4,000	
				10,000	

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SCHEDULE B - ASSET PORTFOLIO
ATMOS ENERGY CORPORATION - KY/MID-STATES DIVISION
TNVA CONTRACT SUMMARY

AREA II (continued)

EAST TENNESSEE VIRGINIA SYSTEM: (continued)

<u>Rate Schedule</u>	<u>Contract #</u>	<u>Termination</u>	<u>Renewals</u>	<u>Service</u>	<u>MDQ Dth/d</u>	<u>Receipt Points</u>	<u>Ropt Pt Dth/d</u>	<u>Delivery Points</u>	<u>Ropt Pt Dth/d</u>	<u>Divr Pt Dth/d</u>	<u>Comments</u>
FT-A	ETN 34536R2	10/31/2015	5 year	firm transport	27,500	SONAT Bradley, Meter 59311 Dickerson Co., Meter #59315 Salville Stg Withdrawal, Meter 59777 Mainline Jewell Ridge, Meter 50092	7,500 4,000 6,000 10,000	UCG Bishop, Meter 59002 UCG Blacksburg, Meter 59010 UCG Johnson City West, Meter 59050 UCG Kingsport South, Meter 59051 UCG Maryville East, Meter 59048 United Cities Morristown South, Meter 59155 Rockford, Meter 59059 UCG Maryville, Meter 59046			Through a third party, Atmos has firm contract supply of up to 16,567 Dth/d at Nora Meter 59313 & up to 10,000 Dth/d at Jewell Ridge meter 50092, eff until 3/31/2016. Baseload quantities are stated in the RFP.
FT-A	ETN 410243R2	3/31/2019	5 year	firm transport	1,500	TETCO, Hartselle, TN, Meter 59330	1,500	UCG Blacksburg, Meter 59010		1,500	
FT-APT	ETN 410274R1	10/31/2016	5 year	firm transport	1,500	Salville LLC, Stg Withdrawl, Meter 59770	1,500	Roanoke West Salem, Meter 59196		1,500	Patriot - Covers Roanoke, VA
FT-APT	ETN 41034R2	4/30/2019	5 year	firm transport	20,000	Salville LLC, Stg Withdrawl, Meter 59777	20,000	Roanoke West Salem, Meter 59196 Roanoke Marion, Meter 59075 UCG Puke, Meter 59073 UCG Dublin, Meter 59077 UCG Radford, Meter 59200 UCG Roanoke, Meter 59204 Roanoke Elliston, Meter 59110 Transco Cascade Creek, Meter 59204		3,500 3,500 2,000 1,000 1,000 2,000 2,000 5,000	
LNGS	ETN 33246R2	10/31/2015	5 year	storage	52,633	410 Storage Injection, Loc DRN 125745, Meter 59000	52,633	410 Storage Withdrawal, LOC DRN 125746, Meter 57000	see comments	52,633	MSQ 339,900 MDIQ 52,633 - operational limit 2,026 Dth/d MDWQ 52,633 - FT K30777 for WD 36,633 Dth/d

Salville Gas Storage Company

<u>Rate Schedule</u>	<u>Contract #</u>	<u>Termination</u>	<u>Renewals</u>	<u>Service</u>	<u>MDQ Dth/d</u>	<u>Receipt Points</u>	<u>Ropt Pt Dth/d</u>	<u>Delivery Points</u>	<u>Ropt Pt Dth/d</u>	<u>Divr Pt Dth/d</u>	<u>Comments</u>
FSS	420009R1	4/30/2019	5 year	storage	30,000	Salville Storage Injection, Meter 44777	15,000	Salville Storage Withdrawal, Meter 44766		30,000	MSQ 300,000 MDIQ 15,000 MDWQ 30,000
FSS	420040R1	4/30/2017	5 year	storage	7,000	Salville Storage Injection, Meter 44777	3,500	Salville Storage Withdrawal, Meter 44766		7,000	MSQ 70,000 MDIQ 3,500 MDWQ 7,000

Delivered Supply Contract - ETNG

ATMOS HAS CONTRACTED WITH A THIRD PARTY FOR A DELIVERED SUPPLY SERVICE INTO ETNG AT NORA & JEWELL RIDGE FOR THE DURATION OF THE AMA

Base load	5,000	Firm Summer supply received into ETNG @ Nora Meter 59313 and/or Jewell Ridge Meter 50092, (April-October)
Base Load	10,000	Firm Winter supply received into ETNG @ Nora Meter 59313 and/or Jewell Ridge Meter 50092, (November-March)
contract supply	None	Asset Manager will be responsible for taking the base load receipts every day. ETNG FT-A contract 30774-R2 and FT contract 34538-R2 may be utilized for this purpose. Peak day supply may also be provided up to 16,567 Dth/d at Nora and 10,000 Dth/d at Jewell Ridge.

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SCHEDULE B1 – NON-RELEASABLE

ASSETS UNDER AGENCY

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SCHEDULE B-1, NON-RELEASABLE ASSETS
ATMOS ENERGY CORPORATION - KY/MID-STATES DIVISION
TNVA CONTRACT SUMMARY

AREA I

WEST TENNESSEE (UNION CITY):

Texas Gas Transmission

Rate Schedule Contract # Renewals Service
SGT 00750 5 year firm no notice
(agency)

MDQ Dth/d	Receipt Points	Rept Pt Dth/d	Delivery Points	Dwr Pt Dth/d	Comments
7,485	Dubach, Meter 2632, Zone 1 Henry Hub, Meter 2750, Zone SL Egan, Meter 9003, Zone SL Mobil-Lowry, Meter 9843, Zone SL	451 2,036 258 178	UCG Z-2, Meter 1836, Zone 2	7,485	Includes storage service - MSQ 239,576 Oct - March - 7,485 dth/d April - 7,424 dth/d May - Sept - 4,120 dth/d

UCG Barnsley Storage - Serves both West Tennessee and Middle Tennessee

Barnsley Storage UCG-10924 storage
(agency) 12/31/2016

TGT Meter 9404 injections	12,250 12,250 11,750 10,500 9,250	Ratchet 0% - 39% full Ratchet 40% - 59% full Ratchet 60% - 79% full Ratchet 80% - 100% full	TGT Meter 9405 withdrawals	27,000 27,000 20,250 17,000 11,000	MSQ 1,300,000 MDWQ 27,000 dth/d MDIQ 12,250 dth/d see inj & wtd ratchets to left

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SCHEDULE C1 – SUPPLY PLAN REQUIREMENTS

WEST TN

CONFIDENTIAL

AREA I

Page 1

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SCHEDULE C2 – SUPPLY PLAN REQUIREMENTS

MIDDLE TN

CONFIDENTIAL

9/3/2013

Schedule C2

ATMOS ENERGY CORPORATION
April 1, 2014 to March 31, 2015 Supply Plan
(Columbia/Murfreesboro/ Franklin)
"MID-TENNESSEE SYSTEM"
AREA I

Beginning Balance (Dth)	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	ANNUAL
	dth/d 30	dth/d 31	dth/d 30	dth/d 31	dth/d 31	dth/d 30	dth/d 31	dth/d 30	dth/d 31	dth/d 31	dth/d 28	dth/d 31	
SYSTEM REQUIREMENTS	407,323	220,938	149,654	138,599	140,532	168,704	295,118	695,090	1,239,494	1,442,737	1,101,468	810,229	6,809,886
	13,577	7,127	4,988	4,471	4,533	5,623	9,520	23,170	39,984	46,540	39,338	26,136	
STORAGE INJECTIONS(WITHDRAWALS)													
Dominion GSS #600047 (Via TETCO)	1,765	1,708	1,765	1,708	1,708	1,765	1,708	(1,235)	(2,989)	(2,989)	(3,309)	(1,793)	
MSQ 411,765; MDIQ 2,288; MDWQ 4,880	52,941	52,941	52,941	52,941	52,941	52,941	52,941	37,059	92,647	92,647	92,647	55,588	370,589 inj
Barnsley Storage (See footnotes below)	5,486	5,309	5,486	5,309	5,309	5,486	5,309	(3,840)	(9,290)	(9,290)	(10,286)	(5,574)	(370,589) w/d
MSQ 1,280,000; MDIQ 12,250; MDWQ 27,000	164,571	164,571	164,571	164,571	164,571	164,571	164,571	115,200	288,000	288,000	288,000	172,800	1,152,000 inj
TETCO SS-1 Storage	771	747	771	747	747	771	747	(540)	(1,306)	(1,306)	(1,446)	(784)	(1,152,000) w/d
MSQ 180,000; MDIQ 925; MDWQ 3,000	23,143	23,143	23,143	23,143	23,143	23,143	23,143	16,200	40,500	40,500	40,500	24,300	162,000 inj
													(162,000) w/d
Total Storage	8,022	7,764	8,022	7,764	7,764	8,022	7,764	(5,615)	(13,585)	(13,585)	(15,041)	(8,151)	1,684,589 inj
	240,656	240,656	240,656	240,656	240,656	240,656	240,656	(168,459)	(421,147)	(421,147)	(421,147)	(252,688)	1,684,589 w/d
TOTAL PURCHASES	21,599	14,891	13,010	12,235	12,297	13,645	17,284	17,555	26,399	32,955	24,297	17,985	6,810,012
	647,970	461,621	390,300	379,285	381,207	409,350	535,804	526,650	818,369	1,021,605	680,316	557,535	
SUPPLY (in order of Flow)													
Dominion Delivered Service into Oakford (2,288 Dth/d)	1,765	1,708	1,765	1,708	1,708	1,765	1,708	0	0	0	0	0	0
TETCO - FT-1 910800 (5,000 Dth/d)	2,400	2,200	1,670	1,740	1,800	1,440	1,460	2,200	3,500	3,000	3,000	3,000	
CGT - FTS1 23481 (25,000 Dth/d)	11,948	5,674	4,089	3,478	3,480	4,954	8,807	15,355	22,899	29,955	21,297	14,985	
& 23188, 142156, 84924 (25,000 Dth/D)													
Barnsley - Delivered Service (12,250 Dth/d)	5,486	5,309	5,486	5,309	5,309	5,486	5,309	0	0	0	0	0	
Total Flowing Gas Purchase	21,599	14,891	13,010	12,235	12,297	13,645	17,284	17,555	26,399	32,955	24,297	17,985	6,810,012
	647,970	461,621	390,300	379,285	381,207	409,350	535,804	526,650	818,369	1,021,605	680,316	557,535	

Footnote: Barnsley storage injections are via delivered service to TGT Zone 3. Barnsley storage withdrawals are through an exchange service to CGT and TETCO city gates.

CONFIDENTIAL

SCHEDULE C3 – SUPPLY PLAN REQUIREMENTS

EAST TN & VA

CONFIDENTIAL

9/3/2013

Schedule C3

ATMOS ENERGY CORPORATION
April 1, 2014 to March 31, 2015 Supply Plan
(Johnson City, Elizabethton, Bristol, etc.)
"EAST TENNESSEE / VIRGINIA SYSTEM"
AREA II

	30	31	31	30	31	31	30	31	31	30	31	31	30	31	31	30	31	31	30	31	31	30	31	31	ANNUAL
TOTAL SYSTEM REQUIREMENTS																									
Daily	24,616	14,096	9,119	8,781	10,671	19,043	35,634	57,611	1,795,996	2,106,665	1,663,002	1,272,733	41,056												
Monthly	738,467	436,985	282,692	272,214	320,124	580,331	1,060,013	1,795,996	2,106,665	1,663,002	1,272,733	41,056													
LESS: ETNG - Contracted Supply Receipts @ Nora/Jewell Ridge (BaseLoad: 5,000 Dth/d Summer & 10,000 Dth/d Winter)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(150,000)	(150,000)	(150,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(2,580,000)
NET SYSTEM REQUIREMENTS (excluding Contract Supply)	19,616	9,096	4,119	3,781	5,671	14,043	25,634	47,611	1,475,536	1,796,665	1,383,002	962,733	31,056												
Monthly	589,467	281,985	127,692	117,214	170,124	435,331	769,013	1,475,536	1,796,665	1,383,002	962,733	31,056													

Planned Storage Injections(Withdrawals)

Estimated Beginning

Balances (Dth)

Daily

Monthly

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MDIQ 8,500

MDWQ 10,000

MDIQ 5,572

MDWQ 20,000 to 5,069

MDIQ 3,500

MDWQ 7,000

MDIQ 15,000

MDWQ 30,000

MDIQ 2,026

MDWQ 52,633

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MDWQ 7,000

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MDWQ 52