

Cancelling P.S.C. MO. No. 1

{Original} SHEET NO.
{Revised}

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

MISSOURI PUBLIC SERVICE COMMISSION GAS TARIFF

OF

ATMOS ENERGY CORPORATION

THIS TARIFF CANCELS THE FOLLOWING TARIFFS IN THEIR ENTIRETY:

Atmos Energy Corporation – P.S.C. MO. No. 1

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

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TARIFF VOLUME

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MUNICIPALITIES SERVED

MASTER LIST AND INDEX

<u>Municipality</u>	<u>County</u>	<u>Rate Schedule Area</u>
Adrian	Bates	West
Alexandria	Clark	Northeast
Amoret	Bates	West
Appleton City	St. Clair	West
Arbela	Scotland	Northeast
Arbyrd	Dunklin	Southeast
Arcadia	Iron	Southeast
Archie	Cass	West
Ashton	Clark	Northeast
Benton	Scott	Southeast
Bowling Green	Pike	Northeast
Butler	Bates	West
Campbell	Dunklin	Southeast
Canton	Lewis	Northeast
Cardwell	Dunklin	Southeast
Caruthersville	Pemiscot	Southeast
Chaffee	Scott	Southeast
Charleston	Mississippi	Southeast
Clarkton	Dunklin	Southeast
Cooter	Pemiscot	Southeast
Doniphan	Ripley	Southeast
East Prairie	Mississippi	Southeast
Edina	Knox	Northeast
Ewing	Lewis	Northeast
Gideon	New Madrid	Southeast
Gordonville	Cape Girardeau	Southeast
Granger	Scotland	Northeast
Greentop	Schuyler/Adair	Northeast
Greenville	Wayne	Southeast
Gregory Landing	Clark	Northeast
Hannibal	Marion/Ralls	Northeast
Harrisonville	Cass	West
Hayti	Pemiscot	Southeast
Holcomb	Dunklin	Southeast

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MUNICIPALITIES SERVED

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<u>Municipality</u>	<u>County</u>	<u>Rate Schedule Area</u>
Holland	Pemiscot	Southeast
Hollywood	Dunklin	Southeast
Hornersville	Dunklin	Southeast
Howardville	New Madrid	Southeast
Hume	Bates	West
Ironton	Iron	Southeast
Jackson	Cape Girardeau	Southeast
Kahoka	Clark	Northeast
Kirksville	Adair	Northeast
Knox City	Knox	Northeast
LaBelle	Lewis	Northeast
LaGrange	Lewis	Northeast
Lancaster	Schuyler	Northeast
LaPlata	Macon	Northeast
Lewistown	Lewis	Northeast
Lilbourn	New Madrid	Southeast
Luray	Clark	Northeast
Malden	Dunklin	Southeast
Marston	New Madrid	Southeast
Matthews	New Madrid	Southeast
Medill	Clark	Northeast
Memphis	Scotland	Northeast
Monticello	Lewis	Northeast
Montrose	Henry	West
Morehouse	New Madrid/ Stoddard	Southeast
Morley	Scott	Southeast
Naylor	Ripley	Southeast
Neelyville	Butler	Southeast
New Madrid	New Madrid	Southeast
North Lilbourn	New Madrid	Southeast
Oak Ridge	Cape Girardeau	Southeast
Oran	Scott	Southeast
Oxly	Ripley	Southeast

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<u>Municipality</u>	<u>County</u>	<u>Rate Schedule Area</u>
Palmyra	Marion	Northeast
Passaic	Bates	West
Piedmont	Wayne	Southeast
Portageville	New Madrid/ Pemiscot	Southeast
Puxico	Stoddard	Southeast
Queen City	Schuyler	Northeast
Quilin	Butler	Southeast
Rich Hill	Bates	West
Senath	Dunklin	Southeast
Sikeston	Scott/New Madrid	Southeast
Steele	Pemiscot	Southeast
Taylor	Marion	Northeast
Virginia	Bates	West
Wardell	Pemiscot	Southeast
Wayland	Clark	Northeast
West Quincy	Marion	Northeast

Listing includes unincorporated areas contiguous to service territory and rural area adjacent to Company's transmission lines.

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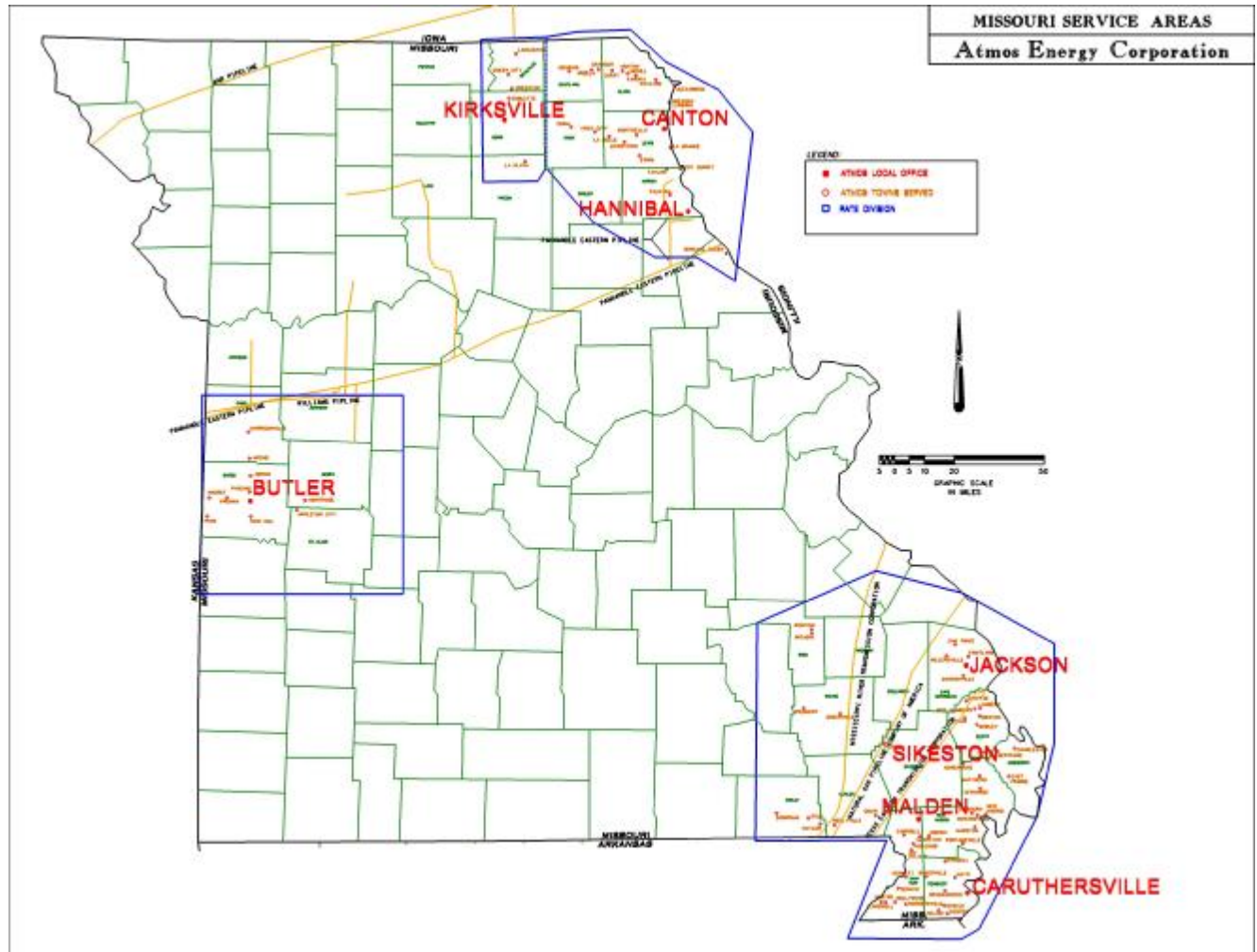
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MAP OF COMPANY SERVICE AREAS

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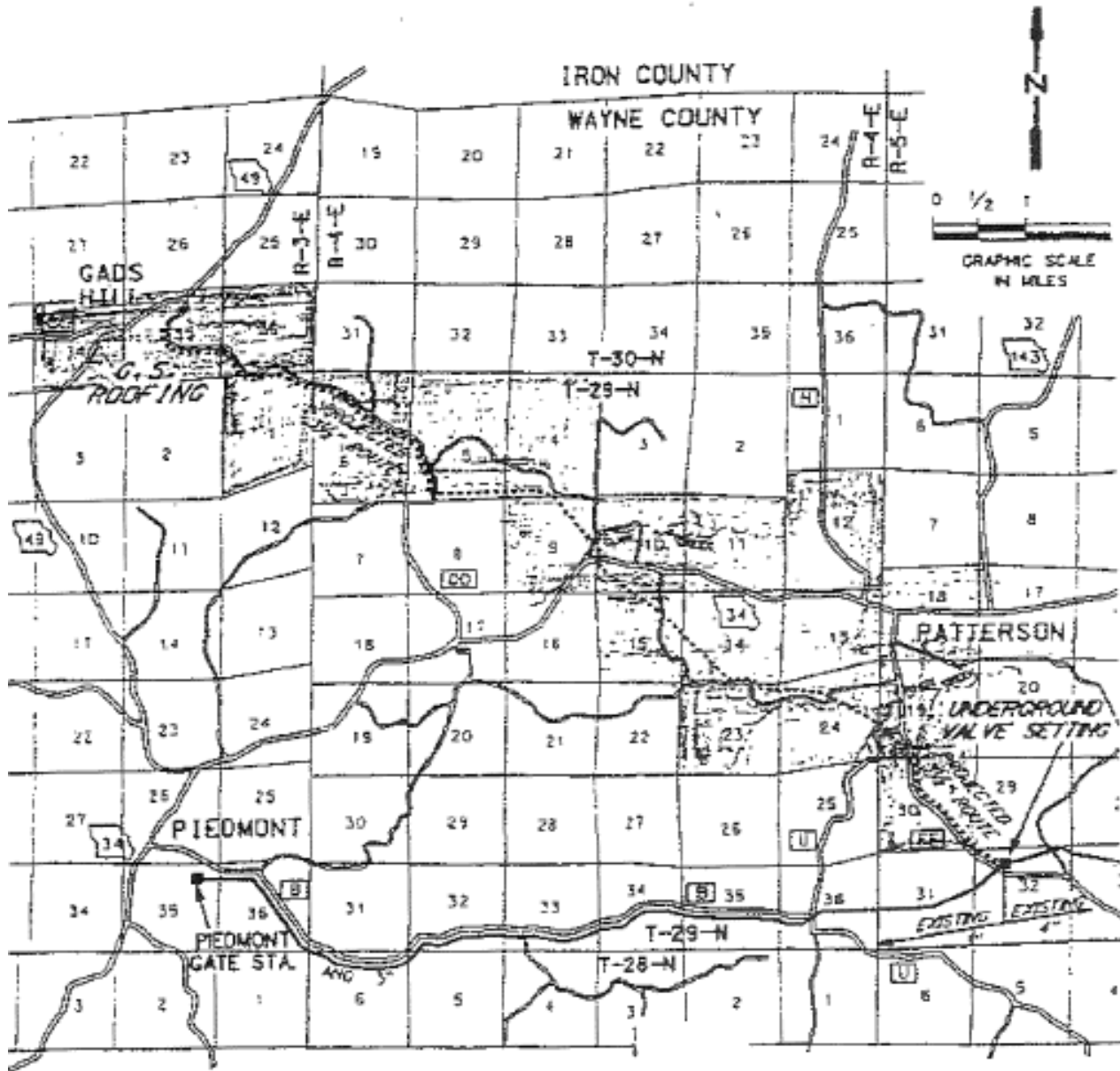
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CERTIFICATED AREAS – Southeast Missouri Area

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CERTIFICATED AREAS – Southeast Missouri Area (continued)

1. Area in Ripley County, Missouri, certificated in Case No. GA-93-191: All of Sections 2, 3, 8, 9, 10, 11, 16, 17 and 18 in township 23 North, Range 3 East.
2. Area in Wayne County, Missouri, certificated in Case No. GA-97-215: All of Sections 34, 35, and 36 of Township 30 North, Range 3 East; all of Section 1 of Township 29 North, Range 3 East; all of Sections 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 23 and 24 of Township 29 North, Range 4 East; and all of Sections 17, 18, 19 and 30 of Township 29 North, Range 5 East.

This sheet contains a partial listing of service areas where the Company is certificated. It is not meant to be all-inclusive.

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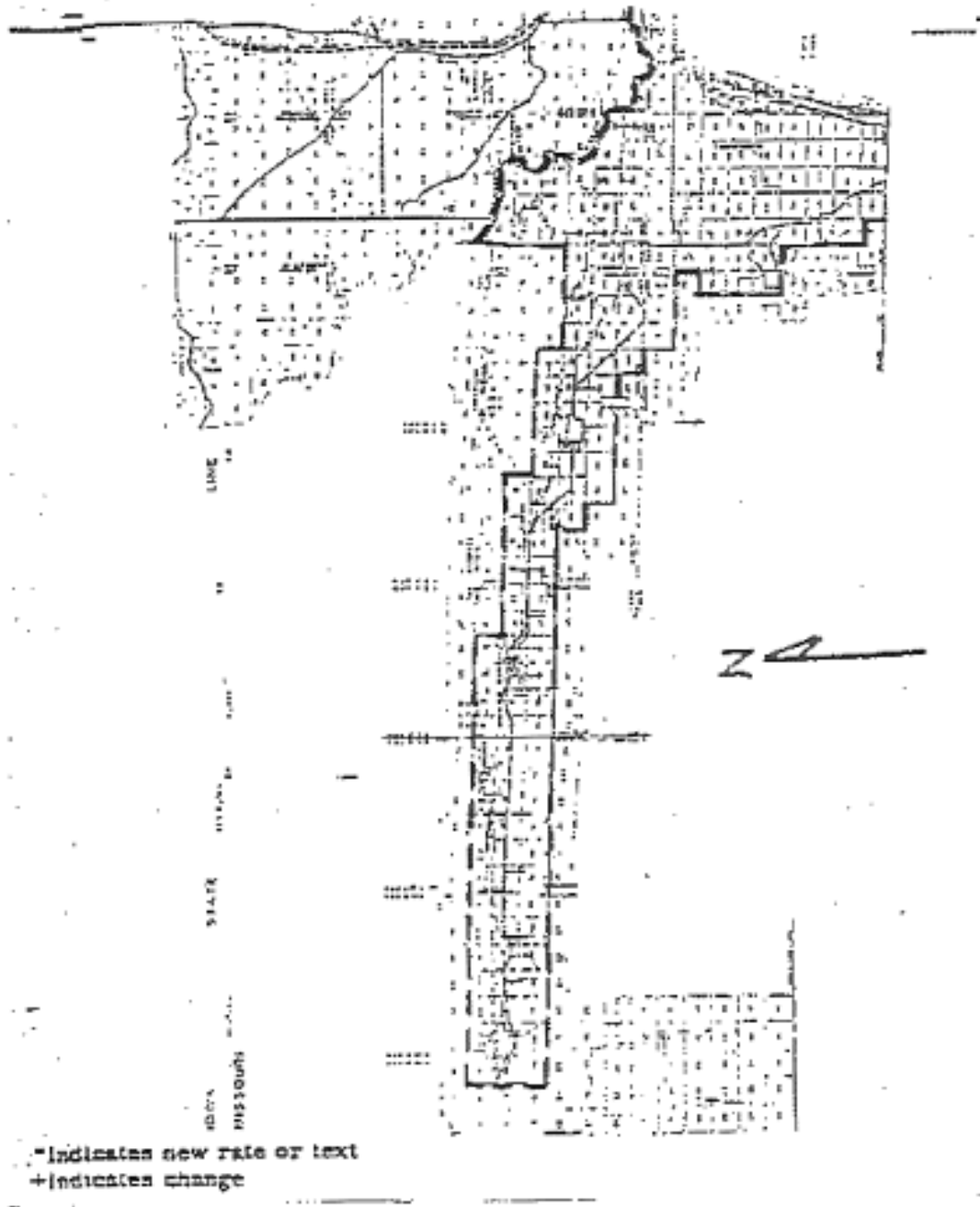
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CERTIFICATED AREAS – Canton Area (continued)

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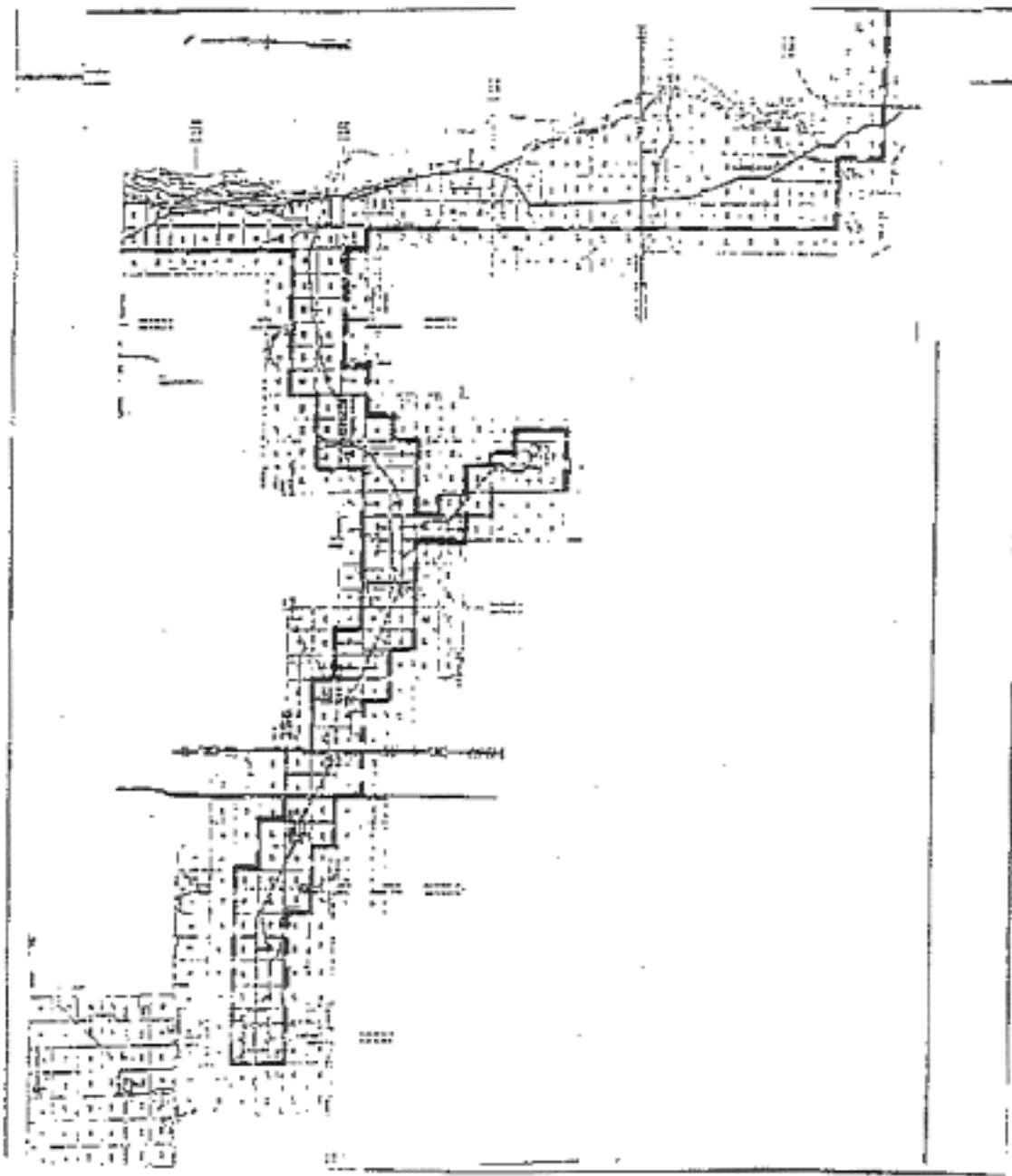
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CERTIFICATED AREAS – Canton Area (continued)



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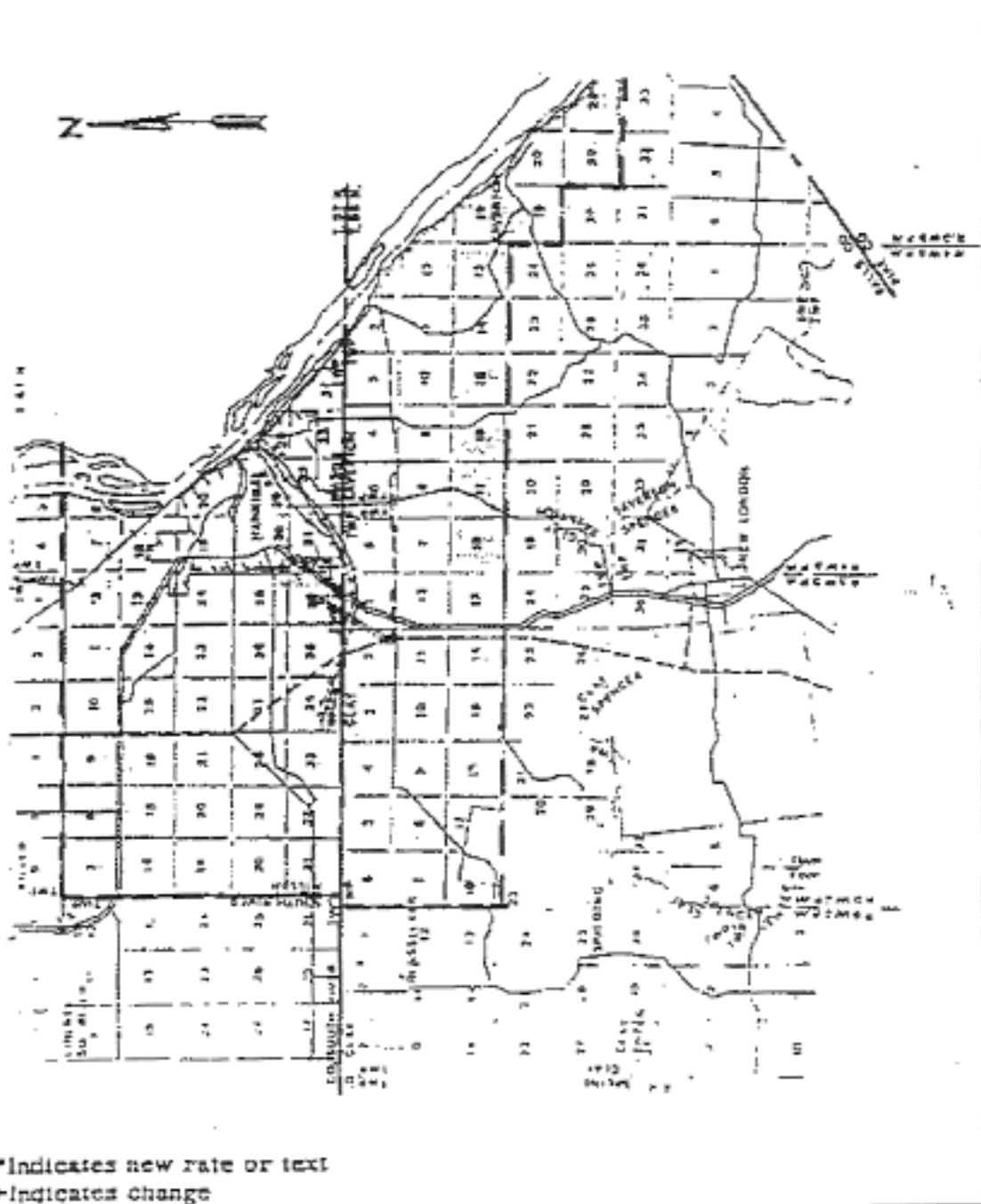
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CERTIFICATED AREAS – Hannibal Area (continued)



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CERTIFICATED AREAS – Hannibal Area (continued)

METES AND BOUNDS DESCRIPTION OF THE AREA
SURROUNDING HANNIBAL, MISSOURI

Beginning at the Mississippi River and the South line of Section 5, Township 57 North, Range 4 West of the Fifth Principal Meridian and extending Westerly along the South line of said Section 5 and the South line of Section 6, in said Township 57 North, Range 4 West of the Fifth Principal Meridian and extending Westerly along the South lines of Sections 1, 2, 3, 4, 5 and 6, Township 57 North, Range 5 West of the Fifth Principal Meridian to the Southwest corner of said Section 6, in said Township 57, North, Range 5 West of the Fifth Principal Meridian; thence Southerly along the West lines of Sections 7, 18, 19, 30 and 31, in said Township 57 North, Range 5 West of the Principal Meridian and extending Southerly along the West lines of Sections 6, 7 and 18, Township 56 North, Range 5 West of the Fifth Principal Meridian to the Southwest corner of said Section 18, in said Township 56 North, Range 5 West of the Fifth Principal Meridian; thence Easterly along the South lines of Sections 18, 17, 16, 15, 14 and 13, in said Township 56 North, Range 5 West of the Fifth Principal Meridian and extending Easterly along the South lines of Sections 18, 17, 16, 15, 14 and 13, Township 56 North, Range 4 West of the Fifth Principal Meridian to the Southeast corner of said Section 13, in said Township 56 North, Range 4 West of the Fifth Principal Meridian ; thence Southerly along the West line of Section 19, Township 56 North, Range 3 West of the Fifth Principal Meridian to the Southwest corner of said Section 19, in said Township 56 North, Range 3 West of the Fifth Principal Meridian; thence Easterly along South line of said Section 19, in said Township 56 North, Range 3 West of the of the Fifth Principal Meridian to the Southeast corner of said Section 19, in said Township 56 North, Range 3 West of the Fifth Principal Meridian; thence Southerly along the West line of Section 29, in said Township 56 North, Range 3 West of the Fifth Principal Meridian to the Southwest corner of said Section 29, in said Township 56 North, Range 3 West of the Fifth Principal Meridian; thence Easterly along the South line of said Section 29 and the South lines of Sections 28 and 27, in said Township 56 North, Range 3 West of the Fifth Principal Meridian to the Mississippi River; thence Northerly along the Mississippi River to the point of beginning. The aforementioned description includes Certificated Area granted in Case No. 16,757. Boundary of Area consists of parts of Marion and Ralls Counties, Missouri.

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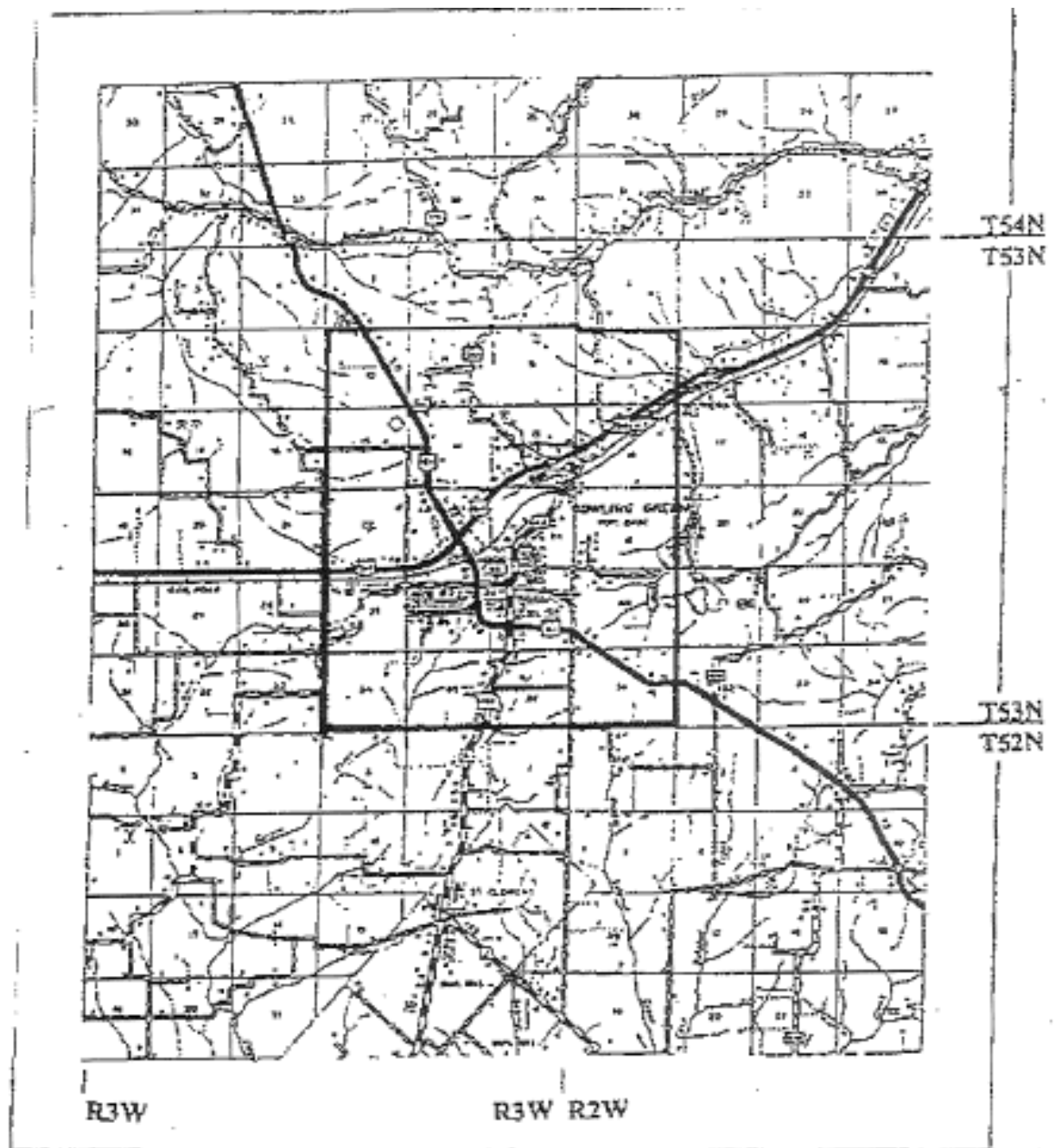
FOR – All Areas

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CERTIFICATED AREAS – Bowling Green Area (continued)



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CERTIFICATED AREAS – Bowling Green Area (continued)

Beginning at the Northwest corner of Section 10, T-53-N, in Pike County, Cuivre Township, Missouri, thence Easterly along the North line of said Section 10 and the North lines of Sections 11 and 12, T-53-N, R-3-W, and the North line of Section 7, T-53-N, R-2-W, to the Northeast corner of said Section 7; thence Southerly along the East line of said Section 7 and the East lines of Sections 18, 19, 30 and 31, T-53-N, R-2-W, to the Southeast corner of said Section 31; thence Westerly along the South line of said Section 31 and the South lines of Sections 36, 35, and 34, T-53-N, R-3-W, to the Southwest corner of said Section 34; thence Northerly along the West line of said Section 34 and the West line of Sections 27, 22, 15 and 10, T-53-N, R-3-W, all in Pike County, Cuivre Township, Missouri

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RESERVED FOR FUTURE USE

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UTILITY RELATED CHARGES

All Service Areas

Check tendered to the Company which is dishonored for reasons other than bank error	\$15.00
Connection Charge requiring a meter to be turned on, if made during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays)	\$24.00
Connection Charge at Customer's request outside normal business hours	\$50.00
Reconnection, not requiring a meter to be turned on, if made during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays)	\$24.00 ^[1]
Reconnection, not requiring a meter to be turned on, at Customer's request outside normal business hours	\$50.00 ^[1]
Transfer of Service, not requiring meter to be turned on, if made during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays).	\$20.00
Transfer of Service, not requiring meter to be turned on, at Customer's request outside normal business hours	\$47.00
Disconnection – only if curb cut-off required	\$100.00
Delinquent bill if paid after employee dispatched to disconnect account	\$10.00
Meter test at Customer's request if test is within 2% accurate and meter has been tested in last twelve months	\$75.00

^[1] See Sheet No. 21 for a description of additional foregone Delivery Charge fee.DATE OF ISSUE: March 1, 2007
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UTILITY RELATED CHARGES (continued)

^[1] In addition to the applicable reconnection fee a cumulative forgone applicable Delivery Charge will be assessed for the number of days that the customer was seasonally off. (no. of days off system/30 days, rounded to the nearest whole dollar). This cumulative fee will not be applicable to Customer's off for more than seven (7) months, and the maximum amount of days off of the system for which the customer can be assessed this charge shall be 105 days (three and one half months):

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
The maximum allowed charge to customers in each area shall be:	\$73.00	\$92.00	\$96.00

All Service Areas

Excess flow valves – installation	\$65.00	-
- maintenance	\$900.00	

Interest rate to be paid on Customer's
Deposits

"Interest on deposits shall be paid on a per annum rate equal to the prime bank lending rate plus one percentage point as published in The Wall Street Journal for the last business day of the preceding calendar year, compounded annually"

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RESIDENTIAL FIRM SERVICEAVAILABILITY:

To domestic Customers consuming gas for space heating, water heating, cooking, air conditioning and other proper purposes in private residences, individual apartments and in a multi-family dwelling. Service may not be shared or resold.

CHARACTER OF SERVICE:

Service hereunder will not normally be subject to curtailment except as may become necessary under the Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariffs. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE RATES:

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
Delivery Charge (per meter)	\$20.61	\$13.92	\$19.43.

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS:

1. Purchased Gas Adjustment: To the rates stated above the Total Purchased Gas Adjustment (PGA) factor will be billed to recover the cost of gas pursuant to the Company's Purchased Gas Adjustment Clause.
2. Taxes: Any franchise, gross receipts, license or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff, including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.
3. Utility Related Charges: Service charges may be applicable pursuant the terms of utility Related Charges tariff, Sheet Numbers 20 through 21.

ENERGY EFFICIENCY AND CONSERVATION PROGRAMS

In accordance with the Commission's Report and Order ("Order") issued February 22, 2007, in Case No. GR-2006-0387, whereas Company is filing tariff pages in compliance with the Order designed to implement a fixed delivery charge, Company hereby enters into a significant energy and conservation program as set out in the Order to be approved by the Commission. Company shall contribute annually, one percent (1%) of its annual gross non-gas revenues (currently approximately \$165,000) to be used for the energy efficiency and conservation program.

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RESIDENTIAL FIRM SERVICE (CONT'D)ENERGY EFFICIENCY AND CONSERVATION PROGRAMS (CONT'D):

Company shall set up its energy efficiency and conservation program as outlined in the body of the order (incorporating the collaborative process as fully set forth therein and any further orders, to design such program) to be implemented no later than August 31, 2007, and shall present such program to the Commission for consideration no later than June 30, 2007. (Ordered Paragraph 7).

Beginning on April 1, 2007, Company shall report to the Commission no later than the first day of every month as to the status of the collaborative process set out in the Order. (Ordered Paragraph 8).

Company shall file on an annual basis a report with the Commission for the purpose of evaluating the effectiveness of a fixed delivery charge rate design on energy efficiency and conservation (Ordered Paragraph 9).

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected at the request of the Customer, and thereafter restored at the same location for the same occupant within a seven (7) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs. In addition to the applicable reconnection charge a cumulative forgone Delivery Charge will be assessed based on the number of days off divided by thirty (30) multiplied by the applicable Delivery Charge. The maximum amount of days off of the system for which the customer can be assessed this charge shall be 105 days (three and one half months).

TERMS OF PAYMENT:

The Customers' monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within **21** days after the rendition of the bill. The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1 ½ %) of the outstanding balance. In calculating the outstanding balance for these purposes, the Company may not include any amounts due to deposit arrears and amounts agreed to be paid under any deferred payment agreement. This late payment charge may not apply in certain circumstances where it is restricted by lawful statute or regulation. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's standard Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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SMALL FIRM GENERAL SERVICEAVAILABILITY:

This schedule is available to Customers consuming gas for Commercial and Industrial purposes, as defined in the Company's Rules and Regulations and whose use is *less than* 2,000 Ccf per year. Service may not be shared or resold.

CHARACTER OF SERVICE:

Service hereunder will not normally be subject to curtailment except as may become necessary under the Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariffs. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE RATES:

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
Delivery Charge (per meter)	\$20.61__	\$13.92	\$19.43

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS.

1. Purchased Gas Adjustment: To the rates stated above, the total Purchased Gas Adjustment (PGA) factor for firm service will be applicable for the SGS Customer receiving firm sales service and the total PGA factor for interruptible sales service will be applicable for the SGS Customer receiving interruptible sales service. The firm and interruptible sales total PGA factors are billed to recover the cost of gas pursuant to the Company's PGA Clause. The SGS Customer may not switch between the firm and interruptible sales services except after at least six months notice to the Company.
2. Taxes: Any franchise, gross receipts, license or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.
3. Utility Related Charges: Service charges may be applicable pursuant the terms of utility Related Charges tariff, Sheet Numbers 20 through 21.

ENERGY EFFICIENCY AND CONSERVATION PROGRAMS

In accordance with the Commission's Report and Order ("Order") issued February 22, 2007, in Case No. GR-2006-0387, whereas Company is filing tariff pages in compliance with the Order designed to implement a fixed delivery charge, Company hereby enters into a significant energy and conservation program as set out in the Order to be approved by the Commission. Company shall contribute annually, one percent (1%) of its annual gross non-gas revenues (currently approximately \$165,000) to be used for the energy efficiency and conservation program.

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

Cancelling P.S.C. MO. No. 1

{Revised}

{Original} SHEET NO.

{Revised}

FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

SMALL FIRM GENERAL SERVICE (CONT'D)ENERGY EFFICIENCY AND CONSERVATION PROGRAMS (CONT'D):

Company shall set up its energy efficiency and conservation program as outlined in the body of the order (incorporating the collaborative process as fully set forth therein and any further orders, to design such program) to be implemented no later than August 31, 2007, and shall present such program to the Commission for consideration no later than June 30, 2007. (Ordered Paragraph 7).

Beginning on April 1, 2007, Company shall report to the Commission no later than the first day of every month as to the status of the collaborative process set out in the Order. (Ordered Paragraph 8).

Company shall file on an annual basis a report with the Commission for the purpose of evaluating the effectiveness of a fixed delivery charge rate design on energy efficiency and conservation (Ordered Paragraph 9).

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected at the request of the Customer, and thereafter restored at the same location for the same occupant within a seven (7) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs. In addition to the applicable reconnection charge a cumulative forgone Delivery Charge will be assessed based on the number of days off divided by thirty (30) multiplied by the applicable Delivery Charge. The maximum amount of days off of the system for which the customer can be assessed this charge shall be 105 days (three and one half months).

TERMS OF PAYMENT:

The Customers' monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 14 days after the rendition of the bill. The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1 ½ %) of the outstanding balance. In calculating the outstanding balance for these purposes, the Company may not include any amounts due to deposit arrears and amounts agreed to be paid under any deferred payment agreement. This late payment charge may not apply in certain circumstances where it is restricted by lawful statute or regulation. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's standard Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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MEDIUM FIRM GENERAL SERVICEAVAILABILITY:

This schedule is available to Customers consuming gas for Commercial and Industrial purposes, as defined in the Company's Rules and Regulations and whose use is *greater than 2,000 Ccf* per year but less than 100,000 Ccf per year. Service may not be shared or resold.

CHARACTER OF SERVICE:

Service hereunder will not normally be subject to curtailment except as may become necessary under the Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariffs. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
Delivery Charge (per meter)	\$75.00	\$75.00	\$75.00
Distribution Commodity Rate (per Ccf)	\$.11954	\$.12395	\$.157120

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS.

1. Purchased Gas Adjustment: To the rates stated above, the total Purchased Gas Adjustment (PGA) factor for firm service will be applicable for the MGS Customer receiving firm sales service and the total PGA factor for interruptible sales service will be applicable for the MGS Customer receiving interruptible sales service. The firm and interruptible sales total PGA factors are billed to recover the cost of gas pursuant to the Company's PGA Clause. The MGS Customer may not switch between the firm and interruptible sales services except after at least six months notice to the Company.
2. Taxes: Any franchise, gross receipts, license or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.
3. Utility Related Charges: Service charges may be applicable pursuant the terms of utility Related Charges tariff, Sheet Numbers 20 through 21.

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MEDIUM FIRM GENERAL SERVICE (CONT'D)

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected at the request of the Customer, and thereafter restored at the same location for the same occupant within a seven (7) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customers' monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within **14** days after the rendition of the bill. The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1 ½ %) of the outstanding balance. In calculating the outstanding balance for these purposes, the Company may not include any amounts due to deposit arrears and amounts agreed to be paid under any deferred payment agreement. This late payment charge may not apply in certain circumstances where it is restricted by lawful statute or regulation. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's standard Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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LARGE FIRM GENERAL SERVICE

AVAILABILITY:

This schedule is available to Customers consuming gas for Commercial and Industrial purposes, as defined in the Company's Rules and Regulations and whose use is *greater than 100,000 Ccf* per year. Service may not be shared or resold. In order to assure adequate supplies of natural gas for electric generation, Customer must provide Company prior notice and confirmation of gas supply availability before gas consumption for electric generation begins. Any volumes not confirmed by Company for electric generation will be considered "unauthorized use" and subject to the charges provided below.

CHARACTER OF SERVICE:

Service hereunder will be subject to curtailment only as may become necessary under Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariff. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
Delivery Charge (per meter)	\$350.00	\$350.00	\$350.00
Distribution Commodity Rate (per Ccf)	\$.06879	\$.09667	\$.10564

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS:

1. Purchased Gas Adjustment: To the rates stated above, the Total Purchased Gas Adjustment (PGA) factor for interruptible service, as applicable, will be billed to recover the cost of gas pursuant to the Company's Purchased Gas Adjustment Clause.

Any sales volumes taken in excess of those allowed by the Company during a period of curtailment, pursuant to its Curtailment Provisions, Sheet Nos. 106 through 108, will be "unauthorized use" and will be billed pursuant to the Unauthorized Use Charges below.

2. Taxes: Any franchise, gross receipts, license or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff, including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.

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FOR – ALL Areas

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LARGE FIRM GENERAL SERVICE (CONT'D)

4. Unauthorized Use Charges: All metered volumes of natural gas taken by a sales Customer in excess of those authorized by the Company, during a period of curtailment, per the Curtailment Provisions contained on pages Nos. 106 through 108 will be considered "unauthorized use" and will be assessed "Unauthorized Use Charges" as follows:

Unauthorized Use Charges:

1. \$2.50 (two dollars and fifty cents) for each Ccf of unauthorized use, **OR**
2. 150% (one-hundred and fifty percent) of the highest cost of gas purchased by the Company, for supplying the district in which the Customer receives service, during the month of the Unauthorized Use Charge period, plus
3. All intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a Customer's unauthorized use.

All intrastate and interstate pipeline penalties and other charges shall be attributed and assigned to Unauthorized Use by specific sales Customer.

All "Unauthorized Use Charges" revenues billed Customers will be considered as gas cost recovery and will be used in the development of the Actual Cost Adjustment (ACA) factor of the Company's Purchased Gas Adjustment (PGA) Clause.

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected at the request of the Customer, and thereafter restored at the same location for the same occupant within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within **14** days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's Regulations for Gas Service on file with the Missouri Public Service Commission.

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INTERRUPTIBLE GAS SERVICE

AVAILABILITY

To any commercial or industrial customer using 270,000 Ccf or more per year, or 1,000 Ccf per day during off-peak periods. Examples of customers utilizing natural gas during off-peak periods only would include, but is not limited to the following: asphalt plants, electric generating facilities, grain drying facilities, and farm irrigation systems.

Deliveries to such customers shall be subject to curtailment at any time. Deliveries to such customers shall be subject to curtailment in whole or in part upon one-half (1/2) hour's notice. During any interruption due to capacity or supply concerns, all Interruptible Gas Service Customers shall be interrupted when required on a pro rata basis.

Interruption shall occur at any time the Company is subject to any penalties being incurred and/or increased reservation or storage charges being incurred related to the Company's system supply gas needs. No penalties, short-term reservation or storage charges shall be used as costs of gas in the Actual Cost Adjustment factor computation during any period where interruptible Customers are not interrupted.

CHARACTER OF SERVICE:

Natural gas with a heating value of approximately 1,000 BTU per cubic foot, supplied through a single delivery point and a single meter, at the delivery pressure of the distribution system in the area, or such higher delivery pressure as delivered to the Customer.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast</u>	<u>Southeast</u>	<u>West</u>
Delivery Charge (per meter)	\$350.00	\$350.00	\$350.00
Distribution Commodity Rate (per Ccf)	\$.06879	\$.09667	\$.10564

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

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INTERRUPTIBLE LARGE VOLUME SERVICE (CONT'D)

RATE ADJUSTMENTS:

1. Purchased Gas Adjustment: To the rates stated above, the Total Purchased Gas Adjustment (PGA) factor for interruptible service, as applicable, will be billed to recover the cost of gas pursuant to the Company's Purchased Gas Adjustment Clause.

2. Taxes: Any franchise, gross receipts, license or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff, including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.

TERM OF SERVICE:

Customers shall be served under this service hereunder for a term of not less than one year. Service under this tariff may be terminated by either party following at least six months written notice to either party.

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected at the request of the Customer, and thereafter restored at the same location for the same occupant within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within **14** days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

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INTERRUPTIBLE LARGE VOLUME SERVICE (CONT'D)INTERFERING EQUIPMENT

Whenever any of the Customer's utilization equipment, such as compressors and furnaces, has characteristics which will cause interference with service to any other Customer or interfere with proper metering, suitable facilities shall be provided at the Customer's expense to preclude such interference.

INTERRUPTION PROCEDURES:

Notice of interruption of service hereunder shall be given by the Company by telephone or otherwise not less than one-half (1/2) hours from the time of interruption. Upon receipt of such notice, the Customer shall immediately proceed to discontinue the use of service at the time and to the extent of the notice. The Company shall notify the Customer by telephone or otherwise when service hereunder is to be restored and the Customer shall not resume service until such time as stated in the restoration notice. Company personnel shall read the Customer meters at the beginning and the end of each interruption period for the determination of the non-compliance with required interruptions and for the purpose of billing the following penalties.

OVER RUN PENALTY:

Volumes of gas taken at any time in excess of the amount specified by the Company in the interruption notice as being available to Customer shall constitute overrun gas. If the Customer causes the Company to incur pipeline supplier penalties, those penalties will be assessed to the Customer causing such overrun penalties. Penalty of \$2.50 per Ccf **OR** 150% of the highest cost of gas purchased by the Company, for supplying the district in which the Customer receives service of such overrun volumes shall be paid by Customer in addition to all other charges payable hereunder. After the third instance within three years of a Customer taking overrun gas, neither interruptible service and transportation service shall be available to the Customer, and the Customer shall be automatically transferred to a firm rate schedule. The Company shall have the right to waive any portion of the overrun penalties, excluding overrun penalties assessed by the Company by the pipeline supplier, on a non-discriminatory basis for good cause. An example of good cause in this instance would be an emergency situation where the Customer cannot immediately comply with the curtailment directed by the Company through no intentional act by the Customer.

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INTERRUPTIBLE GAS SERVICE (CONT'D)

Another situation would be where, after the Customer was ordered to curtail and did not for reasons beyond the Customer's reasonable control, and the Company did not experience any distribution problems as a result of the Customer's failure to comply. An example that does not constitute good cause is a situation where the Customer, after being directed to curtail, intentionally, and with no justifiable reason, refuses to comply. The Company will maintain all documentation regarding the waiver of the penalty. The appropriateness of such waiver shall be addressed in the appropriate ACA case. Penalty charge revenues shall be considered Purchased Gas Adjustment revenue recovery for Actual Cost Adjustment factor computations.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's Regulations for Gas Service on file with the Missouri Public Service Commission.

RATE SCHEDULE SUBJECT TO CHANGE:

The rates, terms, and conditions set forth in this rate schedule are subject to change when approved by the Missouri Public Service Commission.

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NEGOTIATED GAS SALES SERVICEAVAILABILITY:

Service under this rate schedule is available to those Customers who qualify for service under the LARGE FIRM GENERAL SERVICE or INTERRUPTIBLE GAS SERVICE tariff sheets and who have entered into a written contract with the Company under this rate schedule in order to retain an alternate fuel Customer. The Company will create and retain for use in future rate proceedings a rate lower than the tariff rate. For ratemaking purposes the Company shall have the burden to prove that the negotiated flexed rate was prudent.

NEGOTIATED GAS SERVICE RATES:

The Company will charge the Customer qualifying for this schedule the LARGE FIRM GENERAL SERVICE or INTERRUPTIBLE GAS SERVICE rates pursuant to the following:

The only portion of the LARGE FIRM GENERAL SERVICE or INTERRUPTIBLE GAS SERVICE rates that may be flexed is the term identified as "Distribution Commodity Rate" on the LARGE FIRM GENERAL SERVICE or INTERRUPTIBLE GAS SERVICE tariff sheet. The Company may not flex the "Delivery Charge", "Purchased Gas Adjustment factors" or other tariff provisions pursuant to this schedule.

The Customer shall supply supporting documents to the Company certifying that the cost of available alternative supply is less than the LARGE FIRM GENERAL SERVICE or INTERRUPTIBLE GAS SERVICE rates for contracts of one year or more.

The Company will not contract for a rate that exceeds the rate stated on the applicable rate schedule. The minimum level the Company may flex the "Distribution Commodity Rate", as limited above, is to \$0.0035 per Ccf.

All other rates listed on the LARGE FIRM GENERAL SERVICE or INTERRUPTIBLE GAS SERVICE tariff sheets will be charged in full and are not to be flexed pursuant to this tariff sheet. An exception shall apply to negotiated rates in effect prior to April 1, 2006.

MINIMUM BILL:

The minimum bill shall be the LARGE FIRM GENERAL SERVICE Delivery Charge or the INTERRUPTIBLE GAS SERVICE Delivery Charge and applicable taxes.

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NEGOTIATED GAS SALES SERVICE (CONT'D)TERM OF CONTRACT:

The Company may not enter into a contract for service hereunder for a term of greater than three (3) years.

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected at the request of the Customer, and thereafter restored at the same location for the same occupant within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$30.00. If the reconnection is required outside normal working hours, an additional charge of \$25.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within **14** days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

CHARACTER OF SERVICE:

Natural gas with a heating value of approximately 1,000 BTU per cubic foot, supplied through a single delivery point and a single meter, at the delivery pressure of the distribution system in the area, or such higher delivery pressure as delivered to the Customer.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's Regulations for Gas Service on file with the Missouri Public Service Commission.

RATE SCHEDULE SUBJECT TO CHANGE:

The rates, terms, and conditions set forth in this rate schedule are subject to change when approved by the Missouri Public Service Commission.

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ECONOMIC DEVELOPMENT GAS SERVICEAVAILABILITY

Service under this Schedule is available to customers engaged in the manufacturing process at discounted or incentive rates. To be eligible for service under this schedule certain conditions must be met by the customer. Existing customers served under another rate schedule to be eligible for service under this rate schedule must contract for sufficient natural gas demand to produce an increase in consumption of 135,000 Ccf annually. New customers served under this rate schedule to be eligible must contract for at least 270,000 Ccf annually.

This Schedule is intended to allow the Company to offer incentive or discount type rates designed to enhance the Company's system utilization while encouraging industrial development within the Company's service areas.

SPECIAL TERMS AND CONDITIONS

A contract shall be executed by the customer for a minimum of 4 years. The contract shall specify the customer's natural gas requirements.

To receive service under this rate schedule, the customer's written application to the Company shall include sufficient information to permit the Company to determine the customer's eligibility.

Qualifying consumption shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's opinion an abnormal operating period has occurred as a result of strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the customer for service under this rate schedule, the Company shall adjust the customer's consumption to eliminate any abnormal condition. The Company through use of historical data shall determine "Base Load" for existing customers. Volumes and their associated Billing Demand used in excess of "Base Load" shall be considered "Qualifying Consumption" and eligible under this Schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this rate schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this rate schedule.

The existing facilities of the Company must be adequate in the judgment of the Company to supply the new or expanded natural gas requirements. If construction of new or expanded local facilities by the Company is required, the customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the customer's request for service and determine the necessity

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ECONOMIC DEVELOPMENT GAS SERVICE (CONT'D)SPECIAL TERMS AND CONDITIONS (CONT'D)

of a contribution for construction of facilities based on the Extension of Service provisions of the General Terms and Conditions of the Company's filed tariff. The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled their projected usage requirement to remain eligible for service under this rate schedule.

MONTHLY DELIVERY CHARGE AND VOLUMETRIC RATES:

Delivery Charge (per meter) & Distribution Commodity Rate (per Ccf) shall be determined by the appropriate companion sales service tariff that the Customer qualifies (Sheet Nos. 22 through 33). The Minimum Bill is equal to the monthly Delivery Charge on the companion sales tariff sheet plus applicable rate adjustments.

The following adjustment factors will be applied to the "Qualifying Consumption" and based on the rate schedule which would apply to the Customer absent this rate schedule. The customer may elect to begin service under this schedule on the first month or thirteenth month of service with the Company.

<u>Billing Months</u> <u>In Contract Year</u>	<u>Adjustment Factor</u>
1st Through 12th	75.00%
13th Through 24th	75.00%
25th Through 36th	75.00%
37th Through 48th	75.00%
After 48 Months	100.00%

REPORTING REQUIREMENTS:

The Company shall file semiannual reports with the Missouri Public Service Commission within 30 days of the end of each six months. Reports shall include the following:

- (1) Identity of the new customer by account number
- (2) The value of the discount offered
- (3) The volume of gas sold to the customer in the preceding six months

No monthly report is required if the Company had no customers receiving a discount during the relevant period and had no customers which were evaluated for the discount and rejected during the relevant period.

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ECONOMIC DEVELOPMENT GAS SERVICE (CONT'D)TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within **14** days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's Regulations for Gas Service on file with the Missouri Public Service Commission.

RATE SCHEDULE SUBJECT TO CHANGE:

The rates, terms, and conditions set forth in this rate schedule are subject to change when approved by the Missouri Public Service Commission.

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PURCHASED GAS ADJUSTMENT CLAUSE**I. PGA Filing Requirements and Applicability**

The Purchased Gas Adjustment (PGA) Clause applies to all sales and transportation services provided under all natural gas rate schedules and contracts. For purposes of this clause the term "cost of gas" shall include the cost paid to suppliers for the purchase, transportation and storage of gas.

For the purpose of applying this clause, sales service shall be classified as firm or interruptible. Firm service shall consist of service provided under the residential rate schedules, small general service, medium general service, and large general service rate schedules. Interruptible sales service shall be considered all sales service not classified as firm.

As an alternative to proration, the Company may bill its Customers the newly effective rates only when all service being billed is service taken after the effective date of the new rates. As long as any of the service period being billed a Customer contains service taken prior to the period before the new rates are effective, the Company can charge only the old rates.

All PGA factors are subject to review and approval by the Commission. All PGA factors are interim and subject to adjustment as part of the ACA review. Any PGA filing shall not be approved unless it has first been on file with the Commission for a period of ten (10) business days. The PGA factors approved by the Commission shall remain in effect until the next PGA becomes effective hereunder, or until otherwise changed by law or order of the Commission. Each PGA factor filed hereunder shall cancel and supersede the previously effective PGA factors and shall reflect the current purchased gas cost to be effective thenceforth.

All necessary supporting documentation must be provided with the PGA filings, including worksheets showing the calculation of the estimate of the Company's gas costs, volumes purchased for resale, the projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the PGA rate calculation. All PGA filings shall be accompanied by detailed work-papers supporting the filing in an electronic format. Sufficient detail should be provided to ascertain the level of hedging that is used to develop the gas supply commodity charge for the PGA factor.

The Company shall file a "Total PGA" factor which shall consist of two parts:

- a) The Regular Purchased Gas Adjustment (RPGA) factor as defined later in Section II; and
- b) The Actual Cost Adjustment ("ACA") factor which results from the corrections made through the Deferred Purchased Gas Cost-Actual Cost Adjustment Accounts, described later in Section III of this clause.

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PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)

At least ten (10) business days before applying filed rates, the Company shall file with the Commission an Adjustment Statement and related information showing:

- a) The computation of the revised purchased gas costs factors as described herein;
- b) A revised Sheet No. 48 setting forth the service classifications of the Company to which the cost changes are to be applied, the net amount per Ccf; expressed to the nearest \$0.00001 to be used in computing Customers' bills, and the effective date of such revised change; and,
- c) Company shall also file with the Commission copies of any FERC orders or other pertinent information applicable to the wholesale rate charged the Company by its natural gas supplier.
- d) The Company shall adequately and completely document purchasing and delivery activities for purposes of its annual gas cost audit.

A. PGA Filings:

Company shall have the opportunity to make up to four (4) PGA Filings each year; a required Winter PGA and three (3) Optional PGA's. The Winter PGA shall be filed between October 15 and November 4 of each calendar year. The Optional PGA's shall be filed when the Company determines that elements have changed significantly from the currently effective factor. No PGA shall become effective in two consecutive months unless specifically ordered by the Commission.

The Winter PGA that shall contain rates reflecting: (1) all of Company's ACA adjustments and (2) Company's then current estimate of gas cost revenue requirements for the period between the effective date of filing and the next Winter PGA Filing.

If Company chooses to make Optional PGA Filings, the Winter PGA filing shall contain the rates reflecting: (1) all of the Company's ACA adjustments, and (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Winter PGA and next Winter PGA filing. The Optional PGA shall contain rates maintaining (1) all of the LDC's ACA adjustments; and adjusting rates for (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Optional PGA and the effective date of its next Winter PGA.

II. REGULAR PURCHASED GAS ADJUSTMENTS

Charges for gas service contained in Company's then effective retail rate schedules on file with the Missouri Public Service Commission shall be adjusted by a Regular Purchased Gas Adjustment (RPGA) as determined in the following manner:

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PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)**1. Computation of RPGA Factors:**

Company's RPGA factors shall be calculated based on the best estimate of Company's gas costs and volumes purchased for resale, as calculated by Company and approved by the Commission. Calculation of the best estimate of Company's projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the RPGA rate calculation. The costs to be included in the RPGA rate calculation shall be limited to the projected costs necessary to deliver the volumes purchased for resale to Company's city gate. The actual gas costs shall include the commodity cost of storage withdrawals and exclude the commodity cost of storage injections.

The gas cost revenue requirement component of the RPGA factor, relating to fixed pipeline transportation and storage charges, fixed gas supply charges, and other fixed FERC authorized charges, will be determined in a manner similar to the way they have historically been determined in Company's PGA Clause.

For the gas commodity component of the RPGA factor, commodity related charges shall include but not be limited to producer gas supply commodity charges, pipeline transmission and gathering commodity charges, expected costs or cost reductions to be realized for the entire winter period, related storage withdrawals, gas purchases under fixed-price contracts, the Company's use of financial instruments, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected. The Company will utilize any technique or method it deems reasonable for purposes of estimating the gas cost revenue requirement to be reflective for this component in each RPGA filing.

III. DEFERRED PURCHASED GAS COST – ACTUAL COST ADJUSTMENT ACCOUNTS:

Company shall establish and maintain a Deferred Purchased Gas Cost – Actual Adjustment (ACA) Account which shall be credited with any over-recovery resulting from the operation of Company's PGA procedure or debited for any under-recovery resulting from the same.

Such over-or under-recovery shall be determined by a monthly comparison of the actual (as billed) cost of gas as shown on the books and records of Company, and the cost recovery for the same month calculated by multiplying the volumes sold during said month by the sum of the currently effective cost components (the regular PGA factor and the prior period "Actual Cost Adjustment" ACA factor as herein defined).

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PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)

For each twelve month billing period ended with the August revenue month, the difference of the comparisons described above, including any balance or credit for the previous year, shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. ACA factors shall be computed by dividing the cumulative balance of the over-recoveries or under-recoveries by the estimated volumes of total sales during the subsequent twelve-month period. This adjustment shall be rounded to the nearest \$0.00001 per Ccf and applied to billings, beginning with the effective date of the Winter PGA. These ACA factors shall remain in effect until superseded by subsequent ACA factors calculated according to this provision. Company shall file any revised ACA factors in the same manner as all other adjustments performed in the PGA clause.

Carrying costs shall be determined in the following manner:

For each month during the ACA period and for each month thereafter, at a simple rate equal to the prime bank lending rate (as published in the *Wall Street Journal* on the first business day of the following month), minus two (2) percentage points, shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly over or under recoveries of all PGA related costs. The Company shall maintain detailed workpapers that provides the interest calculation on a monthly basis. The Staff and Public Counsel shall have the right to review and propose adjustments to the Company's monthly entries to the interest calculation.

IV. REFUNDS

Any refunds the Company receives in connection with natural gas services purchased, together with any interest included in such refunds, will be refunded to the Company's applicable customers unless otherwise ordered by the Commission. Such refunds shall be credited to the ACA account in the month received and shall receive interest as part of the overall ACA interest calculation.

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PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)ADJUSTMENT STATEMENT

As provided in this Purchased Gas Adjustment Clause, the following adjustments per Ccf by Customer classification will be made to the Company's rate schedules:

Customer Classification	<u>RPGA</u>	<u>ACA</u>	<u>Total PGA</u>
Butler Area:			
Firm Sales	\$ 0.87880	\$ (0.13540)	\$ 0.74340
Firm Sales - (a)	\$ 0.84790	\$ 0.30500	\$ 1.15290
Interruptible Sales	\$ 0.82640	\$ (0.13000)	\$ 0.69640
Interruptible Sales	NA		
Transportation	\$ -	\$ -	\$ -
Kirksville Area:			
Firm Sales	\$ 0.90290	\$ (0.21690)	\$ 0.68600
Interruptible Sales	\$ 0.80810	\$ (0.18270)	\$ 0.62540
Transportation	\$ -	\$ -	\$ -
Northeast Area:			
Firm Sales	\$ 0.93070	\$ (0.09000)	\$ 0.84070
Interruptible Sales	\$ 0.85500	\$ (0.06070)	\$ 0.79430
Transportation	\$ -	\$ -	\$ -
Southeast Area:			
Firm Sales	\$ 1.01100	\$ (0.05970)	\$ 0.95130
Firm Sales (b)	\$ 1.01240	\$ 0.16550	\$ 1.17790
Interruptible Sales	\$ 0.92900	\$ 0.28940	\$ 1.21840
Interruptible Sales (b)			
Transportation	\$ -	\$ -	\$ -

(a) Old Greeley Division

(b) Old Neelyville Division

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NATURAL GAS TRANSPORTATION SERVICE**AVAILABILITY:**

This rate schedule provides for the transportation of gas received by the Company from the Connecting Pipeline Company for the Customer's account to that Customer's facilities. This rate schedule is limited to the Company's service areas where the Connecting Pipeline Company allows third party transportation service. Service under this rate schedule is available to commercial and industrial customers using 100,000 Ccf or more per year. This rate schedule is offered as a companion to the customer's applicable sales rate schedule.

DEFINITIONS:

For purposes hereof:

- (i) "Connecting Pipeline Company" means a pipeline supplier to the Company whose facilities in the sole judgment of the Company can be utilized to transport gas to the Company for delivery by the Company to the Customer under this rate schedule.
- (ii) "Transportation Imbalance" occurs when more or less gas is received by the Company from the Connecting Pipeline Company for the Customer's account, less the unaccounted for gas adjustment, than is delivered to that customer's facilities for the month.
- (iii) "PGA Rider" means the Company's Purchased Gas Adjustment Clause, as approved by the Missouri Public Service Commission from time to time.
- (iv) "Maximum Daily Quantity" (MDQ) means the maximum daily volume of gas, as determined by the Company based on Customer's historical metered volumes, that a Customer under this Rate Schedule will be allowed to nominate and have delivered into the Company's system for the Customer's account.
- (v) "Operational Flow Order" (OFO) is any order from the Company or the Connecting Pipeline Company that requires transporter to hold to their daily allocated volumes, or any other pipeline directive, or any Company directive.

TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE:

Except as expressly modified by the provisions of this rate schedule, all of the terms, provisions, and conditions of the rate schedule (as made effective by the Missouri Public Service Commission from time to time) applicable to Customer shall also apply to service by the Company to Customer under this rate schedule.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**

The Customer must notify the Company on Company's standard form of the quantity of gas to be received by the Company from the Connecting Pipeline Company for the Customer's account during the billing month and the daily rate of delivery. This nomination must be received by the Company by the nomination deadline of the Connecting Pipeline Company for both first of the month nominations and other changes. The quantity of gas received by the Company from the Connecting Pipeline Company for the Customer's account shall be based on the transportation nomination for that month. Adjustments will be made if the Connecting Pipeline Company's allocated volumes vary from the nominated volume. Daily nominations shall not exceed the Customer's Maximum Daily Quantity (MDQ).

The Customer is responsible for making all arrangements for transporting the gas from its source of supply to the Company's interconnection with the Connecting Pipeline Company unless other arrangements have been made between the Customer and the Company.

The Customer shall warrant that they have good and legal title to all gas which Customer causes to be delivered into the Company's facilities and Customer shall hold the Company harmless from any loss or claim in regard to the same.

The Customer shall have the obligation to balance receipts of transportation gas by the Company at the Company's applicable Receipt Point(s) with deliveries of such gas by the Company to the Customer's Point of Delivery plus a 2% retention for lost and unaccounted for gas. Cash outs for Positive and Negative imbalances will be levied as described below.

(a) Imbalance equals the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account minus the volume of gas delivered to the Customer's Point of Delivery.

(b) Imbalance percentage equals the difference of the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account minus the volume of gas delivered to the Customer's Point of Delivery divided by the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**(c) Cash out of Monthly Imbalances

1. If the volume of gas delivered to the Customer's point of delivery is greater than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account (negative imbalance), the Company will sell the difference in gas volumes to the Customer based on the highest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges. If the volume of gas delivered to the Customer's point of delivery is less than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account (positive imbalance), the Company will buy the difference in gas volumes from the Customer based on a price equal to the lowest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges. In the absence of such published Natural Gas Week index, the Company will determine, subject to Commission's review in Company's actual Cost Adjustment (ACA) filing, a suitable replacement source for such weekly market price information.
2. The monthly cash out bill will be based on the accumulated sum of the results of the formulas listed below such that and until the total monthly imbalance is fully accounted for:

<u>% of Imbalance</u>	<u>Cash out Price for Positive Imbalances</u>	<u>Cash out Price for Negative Imbalances</u>
0% up to 5%	100%	100%
5% up to 10%	85%	115%
10% up to 15%	70%	130%
15% up to 20%	60%	140%
20% and over	50%	150%

- (d) The Company may assess a daily scheduling fee for any daily transportation imbalance in excess of 10% of the Customers daily confirmed nomination. The fee will be calculated as follows:

$$([\text{annual storage demand charges}/\text{MDWQ}]/365) + (\text{annual storage capacity charges}/\text{total capacity})$$
+ average injection and withdrawal costs.

Costs for all storages used in providing for balancing will be included.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**(e) Operational Flow Orders (OFO)

1. Company will have the right to issue an Operational Flow Order that will require actions by the Customer to alleviate conditions that, in the sole judgment of the Company, jeopardize the operational integrity of Company's system required to maintain system reliability. Customer shall be responsible for complying with the directives set forth in the OFO.

2. Upon issuance of an OFO, the Company will direct Customer to comply with one of the following conditions:

- a. Customer must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being received by the Company from the Connecting Pipeline Company for the Customer's account. All volumes delivered to the Customer in excess of volumes received by the Company from the Connecting Pipeline Company for the Customer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an unauthorized overrun by Customer on the Company's system. Customer shall be charged a penalty of \$25.00 per dth, plus the Gas Daily Index price for the respective Connecting Pipeline Company for such unauthorized overruns during the OFO, or
- b. Customer must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being received by the Company from the Connecting Pipeline Company for the Customer's account. All volumes delivered to the Customer which are less than volumes received by the Company from the Connecting Pipeline Company for the Customer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an unauthorized delivery by Customer to Company. Customer shall be charged a penalty of \$25.00 per dth for such unauthorized deliveries to Company's system.

3. Any penalties charged due to unauthorized overruns or deliveries during an OFO will be in addition to any cash out charges described in Subsection (c) above.

The Company may charge the Customer for any daily or monthly overrun penalties assessed to the company, which are applicable to the Customer, by the Connecting Pipeline Company.

Customers' agents shall be allowed to aggregate their customers' usages for the purposes of balancing, pursuant to the Pooling Service.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**

A percentage adjustment for lost and unaccounted for gas shall be made to the volumes of gas received by the Company from the Connecting Pipeline Company for the Customer's account, and the volumes of gas deliverable to the Customer under this rate schedule shall be reduced by such percentage. The adjustment shall be equal to two percent (2%) of the volume of gas delivered into the Company's facilities.

If the rendition of service to Customer under this rate schedule causes the Company to incur additional charges from the Connecting Pipeline Company, Customer shall reimburse Company for all such charges.

All volumes transported under the terms of this rate schedule shall be included in the Purchased Gas Adjustment computations and included in the sales volumes of the Purchased Gas Adjustment computations.

The Customers served under this Rate Schedule shall be required to pay for the cost of, installation of, replacement of, and maintenance of electronic flow measurement (EFM) and verification equipment, including applicable income taxes. Customers shall also be required to pay the cost of installation, maintenance and any monthly usage charges associated with dedicated telephone, power or other utilities or energy sources required for the operation of the EFM equipment, including applicable income taxes. Customers shall also be required to provide adequate space in new or existing facilities for the installation of the EFM equipment.

Once a customer elects and has qualified for service under this rate schedule, all services will be provided under the terms and conditions of this rate schedule for a term of no less than 12 months. At any time following the first six months of service under this rate schedule, service may be terminated by either party following at least six months written notice to the other party. After termination of this service, Customer may not re-elect for transportation service for a period of no less than 12 months after termination.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**Pooling Service

For the purpose of this section, A Pool Manager is defined as an entity which has been appointed by a customer or group of customers served under this rate schedule to perform the functions and responsibilities of requesting information, nominating supply, and other related duties. The Pool Manager shall have all of the rights under this Transportation Service as does a Customer transporting gas supply directly under this Transportation Service.

The Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of customers in the pool. The cash out provisions of Subsection (c) shall be applied against the aggregate volume of all customers in a specific pool. The Pool Manager will be responsible for the payment of any monthly cash out payments and any penalties incurred by a specific pool as a result of monthly, daily, or hourly imbalances.

The Company, at the Company's sole discretion, shall establish pooling areas by Connecting Pipeline, Pipeline zone, Company receipt point, geographic area, operational area, administrative or other appropriate parameters.

No customer shall participate in a Pool that does not individually meet the availability conditions of this rate schedule, and no customer shall participate in more than one pool concurrently.

To receive service hereunder, the Pool Manager shall enter into a Pool Management Agreement with Company and shall submit an Agency Authorization Form for each member of the pool, signed by both Customer and its Pool Manager.

The Pool Manager shall submit a signed Pool Management Agreement and an Agency Authorization Form for each member of the pool at least 30 days prior to the beginning of a billing period when service under this rate schedule shall commence. A customer who terminates service under this rate schedule or who desires to change Pool Managers shall likewise provide Company with a written notice at least 30 days prior to the end of a billing period.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**Pooling Service (cont'd)

The Pool Manager shall upon request of the Company agree to maintain a cash deposit, a surety bond, an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure the Pool Manager's performance of its obligations under the Pool Management Agreement. In determining the level of the deposit, bond, or other surety to be required of the Pool Manager, the Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of the Pool members, the general credit worthiness of the Pool Manager, and the Pool Managers prior credit record with the Company, if any. In the event that the Pool Manager defaults on its obligations under this rate schedule or the Pool Management Agreement, the Company shall have the right to use such cash deposit, or proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy the Pool Manager's obligation hereunder. If these are not sufficient to meet the Pool Manager's obligations, the Company reserves the rights to recalculate the charges and bill the appropriate Customers directly as though no pool arrangement existed. Specific terms and conditions regarding credit requirements shall be included in the Pool Management Agreement. Such credit requirements shall be administered by the Company in a non-discriminatory manner, and such credit requirements may change as the requirements of the pool change.

The Pool Manager shall notify the Company in writing of any changes in the composition of the pool at least 30 days prior to the beginning of the first billing period that would apply to the modified pool.

The Pool Management Agreement will be terminated by the Company upon 30 days written notice if a Pool Manager fails to meet any condition of this rate schedule. The Pool Management Agreement will also be terminated by the Company upon 30 days written notice if the Pool Manager has payments in arrears. Written notice of termination of the Pool Management Agreement shall be provided both to the Pool Manager and to the individual members of the pool by the Company.

Company shall directly bill the Pool Manager for the monthly cash out charges, penalties, or other payments contained in this rate schedule. The monthly bill will be due and payable on the date it is issued. A charge of five percent (5%) may be added to the amount of any bill remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Company shall directly bill the individual customers in the pool for all Customer Charges, Demand Charges, and Commodity Charges as provided for in either this rate schedule or its companion rate schedule.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)**MONTHLY DELIVERY CHARGE AND VOLUMETRIC RATES:**

Delivery Charge (per meter) & Distribution Commodity Rate (per Ccf) shall be determined by the appropriate companion sales service tariff that the Customer qualifies (Sheet Nos. 22 through 33). In addition to the Customer Charge, a monthly EFM charge of \$25 per EFM meter shall apply. The Minimum Bill is equal to the monthly Customer Charge on the companion sales tariff sheet plus the monthly EFM charge of \$25 plus applicable rate adjustments.

RATE ADJUSTMENTS:

1. Purchased Gas Adjustment: To the rates stated above certain Purchased Gas Adjustment (PGA) factors may be applicable.
2. Any volumes taken in excess of those allowed by the Company during a period of curtailment, pursuant to its Curtailment Provisions, Sheet Nos. 106 through 108, will be "unauthorized use" and will be billed pursuant to the Unauthorized Use Charges below.
2. Taxes: Any franchise, gross receipts, license or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff, including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.
3. Unauthorized Use Charges: All metered volumes of natural gas taken by a transportation Customer in excess of those authorized by the Company, during a period of curtailment, per the Curtailment Provisions contained on pages Nos. 106 through 108 will be considered "unauthorized use" and will be assessed "Unauthorized Use Charges" as follows:
Unauthorized Use Charges:
 1. \$2.50 (one dollar and fifty cents) for each Ccf of unauthorized use, **OR**
 2. 150% (one-hundred and fifty percent) of the highest cost of gas purchased by the Company, for supplying the district in which the Customer receives service, during the month of the Unauthorized Use Charge period, plus
 3. All intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a Customer's unauthorized use.

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FOR – All Areas

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MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICEAVAILABILITY:

This service is available to any seven-director, urban or metropolitan school district as defined pursuant to Section 393.310.2(3), RSMo. (Cum.Supp. 2002), and shall also include, one year after the effective date of this section and thereafter, any school for elementary or secondary education situated in this state, whether a charter, private, or parochial school or school district within the Company's Missouri service area who has purchased natural gas from a third party supplier and desires transportation of those volumes through the Company's facilities. The implementation of the pilot program will not have any negative financial impact on the Company, its other customers or local taxing authorities.

APPLICABILITY:

a. Service provided under this Schedule shall be subject to the Company's priorities of curtailment as filed with the Missouri Public Service Commission.

b. All gas transported hereunder by the Company shall be subject to the quality terms specified in respective pipeline company tariff and shall be subject to retention of a portion of the gas received for transportation to compensate the Company for Company used gas and Lost and Unaccounted for gas at a rate of 2%.

c. Service will be furnished at the utilization pressure normally supplied from the distribution system in the area. By mutual agreement, a higher pressure, if available, may be supplied. The heating value of gas must meet the applicable interstate pipeline quality specifications.

d. Participants should notify the Company no later than thirty (30) days prior to service beginning date. Customer shall agree to remain on this Rate Schedule for a period of not less than one year. Customer may return to sales service on November 1 of any year or at the end of the program by giving the Company notice no later than October 1 of that year. Service hereunder will not normally be subject to curtailment except as may become

e. Company will prepare a contract for execution by the Pool Operator addressing its obligations in respect to Nominations, Balancing Charges and Cash-Out provisions and other applicable charges.

f. Pool Operator for this section is defined as the entity responsible on the Customer's behalf, to act as an agent for Customer in nominating, scheduling and capacity release activities associated with this program, and cause delivery of, adequate natural gas supplies necessary to meet the Customer's Forecasted Daily Gas Supply Requirements. The Missouri School Board Association will select the Pool Operator for this Pilot Program.

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MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE (CONT'D)APPLICABILITY (CONT'D):

g. Pool Group is defined as the Customers participating in this Pilot Program. A customer is assigned to a specific pool group on the basis of the connecting pipeline which serves the respective customer.

h. Company will be responsible for forecasting the Daily Gas Supply Requirements of participating transporters. The Forecasted Daily Gas Supply Requirement will be the average daily usage for each school for a particular month using two years (where available) of usage history. The Forecasted Daily Gas Supply Requirement will include a retention adjustment for distribution system losses in accordance with Section 2(b). The Forecasted Daily Gas Supply Requirement will be provided to the Pool Operator by September 20 of each Plan Year. The Pool Operator will be responsible for taking the Forecasted Daily Gas Supply Requirement provided by the Company and providing a nomination to the interstate pipeline supplier and the Company. Nomination Procedures, Balancing and Cash-out Charges will be handled in accordance with Sections 3, 4 and 5 set forth below.

i. The Pool Operator shall be responsible for pipeline imbalances, cash-outs, penalties, overrun gas charges or other charges it may create with the pipeline suppliers. All balancing charges or balancing-related obligations shall be the responsibility of the Pool Operator. Should the Pool Operator fail to satisfy such obligation, each individual transporter within such Pool Group shall remain responsible for their obligations. The Pool Operator shall enter into a group balancing agreement with the Company for a term of not less than one year.

TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE:**1. Nomination Procedures**

a. The Pool Operator will actively confirm with the Company's Gas Supply Department by 3:00 p.m. (CST) six (6) working days prior to the end of the preceding month the aggregated daily volumes and associated upstream transportation contract number(s) to be delivered for the Pool Group on whose behalf they are supplying natural gas requirements. This information will be relayed using Company's standard nomination form.

b. In the event the Pool Operator must make any changes to the nomination during the month, the Pool Operator must directly advise Company's Gas Supply Department of those changes by 9:00 a.m. on the day preceding the effective date of the change. The Pool Operator must obtain prior approval from the Company to change the total daily volumes to be delivered to the city gate.

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MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE (CONT'D)TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**2. Customer (s) Balancing Obligation**

a. The Company will be responsible for any imbalances between the Forecasted Daily Gas Supply Requirement and the actual consumption caused by differences between actual weather and forecasted weather. An aggregation and balancing charge of \$.04 per Mcf on all throughput will be collected to offset the costs incurred by the Company to provide this service during the first year of availability and as approved by the Commission for subsequent years. No additional daily balancing fees will be imposed during the first year of the Pilot Program. In the event that there is a residual balance, the Company will be allowed to true-up any differences as approved by the Commission. The support for any true-up will be filed by August 1st of each program year. The Commission will approve any true-up by November 1st of each program year. Balancing charges will be collected and credited to the monthly cost of the Purchased Gas Adjustment Clause.

b. Customers within the Pool Group for respective Company pricing zones on common pipeline will have the obligation to insure that their Pool Operator delivers the Forecasted Daily Gas Supply Requirement volume to the Company's city gate. Customers will be held responsible for any and all charges levied against their Pool Operator which are not paid.

c. Customers within one Pool Group will be treated as one customer for balancing. Consumption for all Transporters under this Pilot Program will be aggregated to be compared to monthly aggregated Confirmed Nominations to calculate the Monthly Imbalance. Imbalances will be cashed-out in accordance with Section 5.

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MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE (CONT'D)

TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**3. Cash-Out of Monthly Imbalances**

- a. Meters for all customers within a Pool Group will be read on the same meter reading cycle.
- b. Consumption for all customers within a Pool Group will be aggregated to be compared to monthly-confirmed nominations for that Pool Group before calculating the monthly imbalance.
- c. Define by pipe. The cash-out rate will be calculated by applying the applicable pipeline's maximum firm transportation commodity rate and fuel charges to the pipeline's applicable cash-out rate as published at the end of each month.
- d. The cash-out charge or credit will be calculated by multiplying the Monthly imbalance by the cash-out rate.
- e. Revenue generated from cash-out charges shall be included in the annual PGA reconciliation filings as a reduction to the cost of gas for system sales customers.

4. Overrun Charges

On any day that the Confirmed Nomination volume is different than the Forecasted Daily Gas Supply Volume and the Pool Operator has not obtained prior approval for the variance, the Company shall charge the Pool Operator the greater of the appropriate pipeline cash-out charges or \$25.00 per Mcf. Overrun Charges will be collected and the revenues will be credited to the monthly Cost of Purchased Gas Adjustment Clause.

5. Assignment of Stranded Cost

- a. The Peak Day Need is defined as the Daily Average of the highest use month for each of the two most recent years for each participant.
- b. Company will release firm pipeline capacity on the applicable pipeline(s) equal to the Peak Day Needs for all customers in aggregate to the Pool Operator. The release will be at the same rate that the applicable pipeline(s) charges the Company for that capacity and will be for a term of one year. The release will be made on a recallable basis, but the Company agrees not to recall capacity unless requested to do so by Customer.

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MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE (CONT'D)

TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):**6. Billing**

- a. After year one, each Pool Operator may pay the Company a monthly Administrative Fee which would be approved by the Commission.
- b. The monthly commodity charges and delivery charges equivalent in the applicable companion sales rate will be billed each transporter within the Pool Group by the Company in accordance with non-gas charges set forth in the Company's tariff for applicable Sales service.
- c. Customer will be billed a daily balancing charge on all volumes delivered or set forth above under 4a.
- d. Customer will be billed any pipeline transition cost recovery factor which would otherwise be applicable as a system sales customer
- e. ACA charges related to prior periods approved by the Commission will apply and will be billed to the customer.
- f. The Pool Operator will be billed all Overrun charges and cash-outs.

7. Taxes

The Pool Operator shall be required to collect local municipal franchise taxes, if any, on natural gas supplied by a Third Party and remit franchise tax collections to the Company for payment to local municipal entity. In addition to local franchise taxes, schools shall agree, as a condition of obtaining service under this experimental program, to pay franchise tax on commodity transportation if applicable to Sales service for schools. Transportation shall be billed any applicable proportionate part of any directly allocable tax, impost or assessment imposed or levied by a governmental authority, which is assessed or levied against the Company or affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, customers, or rates of, or revenues from gas or service sold, or on the volume of gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible.

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MISSOURI SCHOOL PILOT PROGRAM TRANSPORTATION SERVICE (CONT'D)**TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):****8. Terms of Payment**

Bills are delinquent if unpaid after the twenty-first (**21st**) day following rendition. Rendition occurs on the date of physical mailing or personal delivery, as the case may be, of the bill by the Company.

The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1-1/2%) of the outstanding balance. In calculating the outstanding balance for these purposes, the Company may not include any amounts due to deposit arrears and amounts agreed to be paid under any deferred payment agreement. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of the rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

9. Rules and Regulations

Service will be furnished in accordance with Company's Standard Rules and Regulations.

10. Reporting Requirements

The Company shall, no later than June 1st of each year of the experimental program, provide records of the revenues and expenses incurred as a result of this experimental program. These records shall be provided to the Staff of the Missouri Public Service Commission and the Office of the Public Counsel and shall be categorized in sufficient detail to permit the PCS Staff and Office of the Public Counsel to determine what under or over recovery of expenses may be taking place at that time and to determine what changes in rates, if any, may be appropriate at that time to prevent any harm to the groups identified in RSMO section 393.310. The Commission may, no later than November 1st of each year of the experimental program, implement any adjustments in rates in deems appropriate to comply with RSMO section 393.310.

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ATMOS ENERGY CORPORATION

RULES AND REGULATIONS
FOR THE SERVICE TERRITORY
IN THE STATE OF MISSOURI

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DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used herein or in the Company's rate schedules incorporating these General Rules and Regulations, shall have the meanings defined below:

- (1) Bill: A written demand for payment for service and the taxes and franchise fee related to it.
- (2) Billing Period: A normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days, except for initial, corrected or final bills.
- (3) Class of Service: The term "Class of Service" pertains to the end use of the gas as well as the nature of the service. The associated terms are defined as follows:
 - a. Residential: Service provided for domestic purposes.
 - b. Commercial: Service where the primary use of natural gas is in connection with the sale of goods or services including institutions and local, state and federal agencies, but excluding the generation of electric power and including transportation of gas by the Company.
 - c. Industrial: Service to Customers primarily engaged in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power and transportation of gas by the Company.
 - d. Firm: Service which normally anticipates no interruptions.
 - e. Interruptible: Service that may be curtailed in whole or in part on short notice.
 - f. Non-Residential: All classes other than Residential.
- (4) Cold Weather Maintenance of Service definitions as follow:
 - a. Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under section 660.100, RSMo;
 - b. Heat-related utility service means any gas or electric service that is necessary to the proper function and operation of a Customer's heating equipment;

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DEFINITIONS (continued)

- c. Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Division of Family Services under section 660.110, RSMo;
 - d. Registered elderly handicapped Customer means one who is sixty (60) years old and above, or is handicapped to the extent that Customer is unable to leave the premises without assistance and who files with the Company a form approved by the Commission attesting to the fact that Customer meets these qualifications and which also lists an agency or person the Company shall contact as required in the Company's Cold Weather Program; and
 - e. Utilicare means the state program of energy assistance established by section 660.122, RSMo.
- (5) Commission: The Missouri Public Service Commission.
 - (6) Company: Atmos Energy Corporation, including its employees and agents.
 - (7) Cubic Foot of Gas: The gas necessary to fill one cubic foot of space at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.65 pounds per square inch, with the following further designations:
 "Mcf" is 1,000 cubic feet of gas; "Ccf" is 100 cubic feet of gas; as used herein, "Therm" means the volume of gas containing a quantity of heat equal to 100,000 BTU; "Dekatherm" means a volume of gas containing a quantity of heat equal to 1,000,000 BTU.
 - (8) Customer: A person or legal entity responsible for payment for service except one denoted as a guarantor.
 - (9) Cycle Billing: A system that results in the rendition of bills to various Customers on different days of the month.
 - (10) Delinquent Charge: A charge remaining unpaid by a residential Customer at least twenty-one (21) days and by a non-residential Customer at least fourteen (14) days from the rendition of the bill by the Company.
 - (11) Delinquent Date: The date stated on a bill after which the Company may assess an approved late payment charge in accordance with a tariff on file with the Commission.

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DEFINITIONS (continued)

- (12) Deposit: A money advance to the Company for the purpose of securing payment of delinquent charges that might accrue to the Customer who made the advance.
- (13) Discontinuance of Service: A cessation of service not requested by a Customer.
- (14) Due Date: The date stated on a bill when the charge is considered due and payable.
- (15) Estimated Bill: A charge for service that is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- (16) Extension Agreement: A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less.
- (17) Guarantee: A written promise from a third party to assume liability up to a specified amount for delinquent charges that might accrue to a particular Customer.
- (18) In Dispute: Any matter regarding a charge or service that is the subject of an unresolved inquiry.
- (19) Late Payment Charge: An assessment on a delinquent charge in accordance with a tariff on file with the Commission and in addition to the delinquent charge.
- (20) Notice: Any written communication from the Company to the Customer. Notice shall be deemed to have been given when addressed to the Customer at his last address on record with the Company and deposited in the United States Mail Service with proper postage paid.
- (21) Overhead Costs: Includes (1) labor clearings consisting of transportation, operating construction equipment, stores (inventory handling), local supervision, and clerical and corporate administration; (2) non-labor costs consisting of transportation, construction equipment, stores, injuries and damages, small tools and uniforms; and (3) fringe benefits consisting of pensions, vacation, holiday, worker's compensation, medical and life insurance premiums and payroll taxes.
- (22) Point of Delivery: For purposes of facilities installed prior to December 15, 1989, "point of delivery" means the point of connection between Company and Customer at which the gas supplied leaves the outlet side of the Company's meter.

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DEFINITIONS (continued)

For purposes of facilities installed on and after December 15, 1989, "point of delivery" means the point of connection between Company and Customer at which the gas supplied leaves the outlet side of the Company's meter. If the Customer's meter is not located at the building wall, the service line to the Customer's nearest building shall be installed, owned, operated and maintained by the Company and the point of delivery shall be the building wall.

- (23) Preferred Payment Date: The date stated on a bill which shall be at least twenty-one (21) days from the rendition of the bill or which shall be the preferred date selected by the Customer after which the Company may assess an approved late payment charge in accordance with a tariff on file with the Commission.
- (24) Purchased Gas Adjustment Clause: The adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.
- (25) Rendition of a Bill: The mailing or hand delivery of a bill by the Company to a Customer.
- (26) Service Line: A line that transports gas from a common source of supply to a Customer to and including the service regulator and/or the service line valve and/or the meter, up to the point of delivery. Service line installations and/or service line replacements made after 12/15/89 must be installed, owned, operated and maintained by the Company regardless of the meter location. Installation of Customer-owned service lines will not be permitted.
- (27) Tariff: A schedule or rates, services and rules approved by the Commission.
- (28) Termination of Service: A cessation of service requested by a Customer.
- (29) Utility Charges: The rates for utility service and other charges authorized by the Commission as an integral part of utility service.

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BILLING AND PAYMENT

- (1) Bills will be rendered at intervals of approximately 30 days, according to billing cycles established at the Company's discretion. All meters will be read at intervals of no longer than approximately 60 days. If the Customer's meter fails to register, a reading of such meter cannot be obtained or for a month in which the meter is not read, a bill will be rendered based upon a reasonable estimate of the gas consumed by the Customer, as specified in Paragraph (7) below.
- (2) Bills for service furnished to the Customer by the Company are due and payable on the date rendered. If a bill is not paid within the maximum period prescribed by the rate schedule, it shall be considered delinquent and the additional charge authorized by the rate schedule shall become payable.

An exception will be made for certain residential Customers who qualify for an extended due date. If a Customer:

- (a) receives Aid to Families with Dependent Children (AFDC) or Aid to the Aged, Blind and Disabled (AABD), or
- (b) receives Supplemental Security Income (SSI), or
- (c) the Customer's primary source of income is Social Security or Veterans Administration disability or retirement income,

then this Customer may contact a Company local office and request an application for extended due date. The application must be completed including verification of income and returned to the local office.

Accounts meeting the above conditions where the bill has a due date that normally falls between the 25th and the 5th of any given calendar month may qualify for an extended due date. Bills issued for qualified accounts will have a predetermined due date of the first workday on or immediately after the 7th of the month. If payment is received on or before the extended due date, no delinquency will be created and no penalty will be applied to the account.

Once an account is placed on the extended due date plan, the Customer may not pay the bills past the due date two (2) times in a row or three (3) times in any twelve (12) months to continue on this plan.

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BILLING AND PAYMENT (continued)

- (3) Failure of the Customer to receive a bill shall not relieve Customer from the obligation of paying the amount owed by Customer to the Company, nor shall it be necessary for the Company to set aside the penalty or discount rules on account of failure of the Customer to receive a bill, it being the intent that the Customer shall call at the office of the Company for the statement when not receiving same.
- (4) The Company shall render a separate billing for service provided at each address unless otherwise requested by the Customer and agreed to by the Company.
- (5) If a Customer tenders to the Company a check in payment for service billed which is ultimately dishonored for reasons other than bank error, the Customer shall pay to the Company an amount as set forth on Sheet No. 20 to cover the cost of processing the returned check, plus the amount owed for service.
- (6) Where written objection to any bill is filed by the Customer before the delinquent date, and the time required for investigation of such objections extends beyond the delinquent date, the Company will not add a late payment charge if payment is made within five days after the Customer has been notified of the results of such investigation.

(7) Bill Estimating Procedure:

The Company may render a bill based on estimated usage:

(a) To seasonally billed Customers, under the appropriate approved tariff with an actual reading being obtained before each change in the seasonal cycle;

(b) When extreme weather conditions, emergencies, labor agreements or work stoppages prevent actual meter readings; or

(c) When the Company is unable to obtain access to the Customer's premises for the purpose of reading the meter or when the Customer makes reading the meter unnecessarily difficult..

If the Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a Customer reading of the meter, such as mailing or leaving post-paid, preaddressed postcards upon which the Customer may note the reading unless the Customer requests otherwise.

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Atmos Energy Corporation**FOR – All Areas**

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BILLING AND PAYMENT (continued)(8) Experimental Pilot Estimated Meter Reading

The Company may estimate meter readings during the months of June and August as part of an experimental pilot program, until the effective date of rates approved by the Commission in the Company's first general rate case filed after January 1, 2007. Staff and the Public Counsel may petition the Commission at any time to suspend or terminate the experimental program for good cause. Prior to the Company rendering an estimated bill under the pilot program, the Customer's prior month bill will state the subsequent meter reading will be an estimate and the word "estimate" shall clearly appear on the bill.

The Customer's bill following the month of the estimated meter reading will true-up the actual consumption for the applicable period. Customers are encouraged to allow the Experimental Pilot Program to work and prove itself but a Customer's meter will be read if they request.

The Company will provide, by November 1, 2006, an evaluation of the experimental pilot program to Staff and Public Counsel. The evaluation shall include, but not be limited to, an analysis of actual usage based on meter readings for randomly sampled accounts for the months of June and August, the number of meters estimated each month, and a list of customers that requested to have their meters read. Contents of future annual evaluations will be determined by Staff, Public Counsel and the Company as the experimental pilot progresses.

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BILLING AND PAYMENT (continued)

The Customer's bill will be estimated in the following manner:

- (a) An estimating factor will be calculated for each meter reading book. This factor will be determined by:
 - 1) Selecting the first ten residential accounts in the book on which actual readings are normally obtained; then
 - 2) Adding the usage of those ten accounts for the current billing period and for the same billing period the previous year; and
 - 3) Dividing the total usage this year by the total usage last year to arrive at a percentage factor.
- (b) The factor determined in (a) will be applied to the Customer's usage during the same period the previous year to estimate the usage for the current billing period.
- (c) The estimated usage will be added to the previous meter reading. The result will be the ending meter reading for the current billing period and the beginning meter reading for the next bill.
- (d) The estimated usage will be billed at the current applicable rates. All provisions of 4 CSR 240-13.020, Billing and Payment Standards, concerning estimated bills are included herein by this reference.

(8) Billing Adjustment

- (a) For all billing errors, the Company will determine, from all related and available information, the probable period during which such condition existed and shall make billing adjustments for the period estimated to be involved as follows (except as provided in (b), (c), and (d) of this rule) for:

Residential Customers:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed, not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

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BILLING AND PAYMENT (continued)

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed twelve consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

Customers Other than Residential:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed, not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed, not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

- (b) No billing adjustment will be made where the full amount of the adjustment is less than \$1.00
- (c) Where, upon test, a meter error is found to be within the limits prescribed by 4 CSR 240-10.030 (18) as within the range of plus or minus 2%, no billing adjustment will be made.
- (d) When evidence of tampering is found, or there are misrepresentations of the use of service by the Customer, the Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
- (e) When the Customer has been undercharged, except as provided in (d) above, and a billing adjustment is made, the Customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment is made.
- (9) Proration of Delivery Charges – In the event the meter has not been in service for the entire billing period, the monthly Delivery Charge shall be prorated by dividing the number of days the meter was in service by the number of days in the billing period.

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CUSTOMER CREDIT AND DEPOSITS

The Company shall have the right at any time to require the Customer to make a reasonable deposit in advance to establish credit, in accordance with 4 CSR 240-13.030 and 4 CSR 240-10.040 for non-residential Customers. (4 CSR 240-13.030 are the uniform standards regarding deposits and guarantees).

New Service

A security deposit may be required from a new residential Customer due to any of the following:

- (a) The Customer has an outstanding balance with the Company or another utility providing the same type of service an unpaid service account which accrued within the last five years and which, at the time of the request for service, remains unpaid and not in dispute.
- (b) The Customer has, in an unauthorized manner, interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the Customer's premises within the last five years.
- (c) If the Customer is unable to meet one of the following:
 - 1. Owns or is purchasing a home;
 - 2. Is and has been regularly employed on a full-time basis for at least one (1) year;
 - 3. Has an adequate regular source of income; or
 - 4. Can provide adequate credit references from a commercial credit source.

The Company may require from any non-residential Customer a cash deposit, or, at the Company's option, a personal guarantee of a responsible person.

Continued Service

The Company may require a security deposit as a condition of continued service due to any of the following:

- (a) The service of the Customer has been discontinued for nonpayment of a delinquent account not in dispute.

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CUSTOMER CREDIT AND DEPOSITS (continued)

- (b) In an unauthorized manner, the Customer interfered with or diverted the service of the Company situated on or about or delivered to the Customer's premises.
- (c) A residential Customer has failed to pay an undisputed bill before the delinquency date for five (5) billing periods out of twelve (12) consecutive billing periods; however, that deposit for residential gas service assessed under the provisions of this section during the months of November, December and January may, if the Customer is unable to pay the entire deposit, be paid in installments over a six (6) month period unless the Company can show a likelihood that the Customer does not intend to pay for continued service. The Company shall, if it intends to require deposits from Customers who are delinquent for five out of the preceding twelve months, send a written notice explaining the Company's right to require a deposit or include such explanation with each written discontinuance notice.
- (d) The Company may require from any non-residential Customer, at any time, a cash deposit or, at the Company's option, a personal guarantee of a responsible person.

Deposit Terms and Conditions

- (a) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the Customer during the most proximate twelve (12) month period at the service location, or, in the case of a new Customer who is assessed a deposit, one-sixth (1/6) of the estimated annual bill. The amount of any deposit or guarantee for non-residential Customers shall not exceed an estimated bill covering one (1) billing period plus thirty (30) days.
- (b) A deposit shall bear interest at a rate as set forth on Sheet No. 21 which shall be credited annually to the account of the Customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer. Records shall be kept of efforts to return a deposit. This rule shall not preclude the Company from crediting interest upon each service account during one (1) billing cycle annually.
- (c) For residential Customers, upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months, it shall be promptly credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent, provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. The utility will withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.

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CUSTOMER CREDIT AND DEPOSITS (continued)

For non-residential Customers, the deposit shall be retained by the Company until service to the Customer's account is terminated.

- (d) Upon discontinuance or termination of service to a Customer, the Company will refund to the Customer the amount of any cash deposit, together with accrued interest thereon, remaining after the application of such deposit and interest to any indebtedness (including added charges for late payment) of the Customer to the Company within twenty-one (21) days of the rendition of the final bill.
- (e) The Company shall maintain records which show the name of each Customer who has posted a deposit, the current address of the Customer, the date and amount of the deposit, the date and amount of interest and information to determine the earliest possible refund date.
- (f) The Company may provide means where a Customer required to make a deposit may pay the deposit in installments unless the Company can show a likelihood that the Customer does not intend to pay for the service.
- (g) In lieu of a deposit, the Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit. A guarantor shall be released upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent, provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

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DISCONTINUANCE AND RESTORATION OF SERVICE

**APPLICABLE FOR NON-HEAT-RELATED SERVICE ALL YEAR AND HEAT-RELATED SERVICE
APRIL 1 THROUGH OCTOBER 31 OF EACH YEAR:**

1. Reasons for Discontinuance of Service: The Company may discontinue service to a Customer for one or more of the following reasons:
 - a. Nonpayment of an undisputed delinquent charge.
 - b. Failure to post a required security deposit or guarantee acceptable to the Company.
 - c. Unauthorized interference, diversion, or use of the utility service situated or delivered on or about the Customer's premises.
 - d. Failure to comply with the terms and conditions of a settlement agreement.
 - e. Refusal after reasonable notice to permit access at reasonable times to Company equipment installed on the Customer's premises for the purpose of inspection, meter reading, maintenance or replacement.
 - f. Misrepresentation of identity for the purpose of obtaining gas service.
 - g. Violation of any other rules of the Company on file with and approved by the Public Service Commission which adversely affects the safety of the Customer or other persons or the integrity of the utility's delivery system.
 - h. As provided by state or federal law.
2. Notice of Discontinuance: The Company shall go through the following process:
 - a. The Company shall not discontinue service unless written notice by first class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is hand delivered to the Customer, it shall be done at least ninety-six (96) hours prior to discontinuance.

At least twenty-four (24) hours preceding discontinuance of service to a residential Customer, the Company shall make reasonable efforts to contact the Customer to advise of the pending action and what steps must be taken to avoid discontinuance. Reasonable efforts in this context shall mean two telephone calls to the Customer's residence telephone number, a second letter or a door hanger.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- b. Immediately preceding the discontinuance of residential service, the employee of the Company designated to perform such function shall, except in individual situations where the safety of the employee is a consideration, make a reasonable effort to contact and identify himself to the Customer or responsible person then at the premises and shall announce the purpose of his presence.
- c. When residential service is discontinued, the employee shall leave a notice at the premises in a conspicuous manner that service has been discontinued and the address and telephone number of the Company where the Customer may arrange to have service restored.
- d. If the Company dispatches an employee to the Customer's premises for the purpose of disconnection of service, after which the Customer makes payment in full of all charges owed to the Company, the Company may collect an additional service charge as set forth on Sheet No. 20 for dispatching the employee.
- e. The initial notice of discontinuance shall contain the following information:
 - i. The name and address of the Customer and the address, if different, where service is rendered;
 - ii. A statement of the reason for the proposed discontinuance of service and the cost for reconnection;
 - iii. The number of days until service will be discontinued unless appropriate action is taken;
 - iv. How a Customer may avoid the discontinuance;
 - v. The possibility of a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
 - vi. Telephone number and Company address where Customer may make inquiries.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

3. Situations where Discontinuance of Service may be Postponed:

- a. In the case where a non-residential billing is disputed, The Company will verify the accuracy of the bill and notify the Customer of the results of the verification before disconnecting.
- b. Provisions of 4 CSR 240-13.045 as reflected in Section 5 (below) will apply in the case of disputes registered by residential Customers. The Company will postpone the discontinuance of gas service to a residential Customer for a time not in excess of twenty-one (21) days if the discontinuance will aggravate an existing medical emergency of the Customer, a member of Customer's family, or other permanent resident of the premises where service is rendered. The Company may require a Customer to provide satisfactory evidence that a medical emergency exists.
- c. Service shall not be discontinued on a day when Company personnel are not available to reconnect the Customer's service or on the afternoon of a day immediately preceding such day.

4. Reconnection of Service

- a. All Customers having their service discontinued for failure to comply with the Company's Rules and Regulations shall not be reconnected until satisfactory assurance is given that said Rules and Regulations will be observed.
- b. All Customers having their service discontinued for nonpayment of bills shall not be reconnected until all indebtedness due the Company for service shall have been paid. In such cases, the Company may require a cash deposit to secure future payment of bills.
- c. Service which is disconnected by the Company for Customer's nonpayment of bills, failure to comply with applicable service regulations, or at Customer's request may be restored upon payment by Customer of all indebtedness for gas service and the approved reconnection charge.

The Company will restore service five (5) days a week, subject to exceptions for holidays, consistent with 4 CSR 240-13.050(11), and will, at all times, make a reasonable effort to restore service on the day restoration is requested once the reason for the discontinuance is remedied and the request for service is made. In no event shall service be restored later than the next business day following the date requested by the Customer.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- d. The Customer shall pay a reconnection charge as set forth on Sheet No. 20 if such reconnection is made during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, subject to exceptions for holidays) or a reconnection charge as set forth on Sheet No. 20 if such reconnection is required outside of normal business hours.

5. Disputes

- a. A Customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during normal business hours. A dispute must be registered with the Company at least twenty-four (24) hours prior to the date of proposed discontinuance for a Customer to avoid discontinuance of service as provided above.
- b. When a Customer advises the Company that all or part of a charge is in dispute, the Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- c. Failure of a Customer to participate with the Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service and the Company, not less than five (5) days after provision of the notification required by paragraph (i), may proceed to discontinue service unless the Customer files an informal complaint with the Commission within the five (5)-day period.

Customers presenting frivolous disputes shall have no right to continued service. The Company, before proceeding to discontinue the service of a Customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the Customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the Customer a notice by first class mail stating that service may be discontinued by the Company unless the Customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous or if contact with the Customer cannot be made within seventy-two (72) hours following the Company's report, the Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required by Section 2 (a) above has been sent to the Customer by the Company. The Customer shall retain the right to make an informal complaint to the Commission.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- d. If a Customer disputes a charge, the Customer shall pay to the Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.
- e. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to the Company, at the Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- f. Failure of the Customer to pay to the Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and the Company may then proceed to discontinue service as provided above.
- g. If the dispute is ultimately resolved in favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.
- h. If the Company does not resolve the dispute to the satisfaction of the Customer, a Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Company that all or a portion of a bill is in dispute, the Commission shall notify the Customer of the payment required by paragraphs (e) or (f) of this Section.
- i. The Company may treat a Customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to discontinuance of service.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

COLD WEATHER MAINTENANCE OF SERVICE

APPLICABLE FOR RESIDENTIAL HEAT-RELATED UTILITY SERVICE FROM NOVEMBER 1 THROUGH MARCH 31 IN CONFORMANCE WITH 4 CSR:240-13.055:

6. Notice Requirements: From November 1 through March 31, prior to discontinuance of service due to nonpayment, the Company shall:
- Notify the Customer, at least ten (10) days prior to the date of the proposed discontinuance, by first-class mail, and in the case of a registered elderly or handicapped Customer, the additional party listed on the Customer's registration form, of the Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;
 - Make further attempts to contact the Customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in (a) above, or a door hanger, or at least two (2) telephone call attempts to the Customer;
 - Attempt to contact the Customer at the time of the discontinuance of service in the manner specified in Paragraph 2 (c) above.
 - Make a personal contact on the premises with a registered elderly or handicapped Customer or some member of the family above the age of fifteen (15) years at the time of the discontinuance of service; and
 - Ensure that all of the notices and contacts required in this section shall describe the terms for provision of service under this rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services and social service or charitable organizations that have notified the Company that they provide that assistance and the identity of those organizations.
7. Weather Provisions: Discontinuance of gas service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where gas is used as the source of space heating at the residence shall not occur:
- On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below 30 degrees Fahrenheit (30° F); and

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- b. On any day when Company personnel will not be available to reconnect gas service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty degrees Fahrenheit (30°).
8. Discontinuance of Service: From November 1 through March 31, the Company will not discontinue heat-related residential gas service due to nonpayment of a delinquent bill or account provided:
- The Customer contacts the Company and states Customer's inability to pay in full;
 - The Customer applies for financial assistance in paying Customer's heat-related gas bill from any federal, state, local or other heating payment fund program for which Customer may be eligible;
 - The Company receives an initial payment and the Customer enters into a payment agreement both of which are in compliance with section (11) below;
 - The Customer complies with the Company's requests for information regarding the Customer's monthly or annual income; and
 - There is no other lawful reason for discontinuance of gas service.
9. Deposit Provisions: The Company will not assess a new deposit or bill deposits that were previously assessed during or after the winter period to those Customers who enter into a payment agreement and make timely payments in accordance with that agreement.
10. Reconnection Provisions: If the Company has discontinued heat-related gas service to a residential Customer due to nonpayment of a delinquent account, the Company, from November 1 through March 31, shall reconnect service to that Customer without requiring a deposit, provided:
- The Customer contacts the Company, requests the Company to reconnect service and states an inability to pay in full;
 - The Customer applies for financial assistance in paying Customer's heat-related gas bill from any federal, state, local or other heating payment fund program for which Customer may be eligible;
 - The Company receives an initial payment and the Customer enters into a payment agreement both of which are in compliance with section (11) below;

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- d. The Customer complies with the requests of the Company for information regarding the Customer's monthly or annual income.
- e. None of the amount owed is an amount due as a result of unauthorized interference, diversion or use of the Company's service, and the Customer has not engaged in such activity since last receiving service; and
- f. There is no other lawful reason for continued refusal to provide gas service.

11. Payment Agreements: The payment agreement for service under this Section shall comply with the following:

- a. A pledge of an amount equal to any payment required by this section by the agency that administers LIHEAP, Utilicare or ECIP, or a combination of these, shall be deemed to be the payment required. The Company shall confirm in writing the terms of any payment agreement under this section, unless the extension granted the Customer does not exceed two (2) weeks.
- b. Payment Calculations:
 - 1. The Company shall first offer a twelve (12)-month budget plan which is designed to cover the total of all preexisting arrears, current bills and the Company's estimate of the ensuing bills.
 - 2. If the Customer states an inability to pay the budget plan amount, the Company and the Customer may, upon mutual agreement, enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, the Company and the Customer shall consider the amount of the arrears, the time over which it developed, the Customer's payment history, and the Customer's ability to pay.
 - 3. The Company shall permit a Customer too enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the Customer.
 - 4. The Company may revise the required payment in accordance with its budget/levelized payment plan.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

c. Initial Payments:

1. For a Customer who has not defaulted on a payment plan under this cold weather section, the initial payment shall be the amount of the monthly payment calculated above.
 2. For a Customer who has defaulted on a payment plan under this cold weather section, the initial payment amount shall be an amount equal to the total of the delinquent installments, unless the Company and the Customer agree to a lesser amount.
12. If the Company refuses to provide service pursuant to this Cold Weather Section and the reason for refusal of service involves unauthorized interference, diversion or use of the Company's service situated or delivered on or about the Customer's premises, the Company shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information

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FACILITIES AND RESPONSIBILITIES

1. Company Facilities at or on Customer Premises and Responsibilities: The Company will supply the Customer with gas through meters owned by the Company. Facilities, including meters and regulators installed to provide gas service to Customer, whether on the Customer's premises or not, shall be and remain the property of Company and are subject to removal only by the Company. All Company facilities may be removed when gas service is terminated.
- 1.1 Metering: The Company will furnish, install and maintain all metering equipment necessary for measuring and billing the gas supplied to Customer. Meters shall be tested in accordance with 4 CSR 240-10.030
 - (a) Location of Meter: Meters shall normally be located at the Customer's building wall nearest the Company's gas main and as close to the Customer-owned piping as practical.
 - (b) Meter Accuracy and Testing: Meter testing will be done in accordance with 4 CSR 240-10.030 (18) through 4 CSR 240-10.030 (22).

Whenever a meter so tested has an error of more than two percent, bills shall be adjusted for the amount of over registration and may be adjusted for under registration. For the purposes hereof, the error shall be considered to have existed for the twelve months preceding the test or for the time the meter has been in service, if less than twelve months. The time periods for the adjustment shall not exceed the time periods set forth in Sheet Nos. 83 and 84 Billing Adjustments. In the case of a stopped meter, the Customer shall be billed estimated consumption for the period of non-registration, based upon the Customer's use of gas in a similar period of like use or as estimated by the Company.
 - (c) Upon receipt of written request from the Customer to do so, the Company will make a special test as to the accuracy of the metering equipment. The Customer shall be notified of the time and place of such test so that Customer may be present to witness it should Customer so desire. The test result will be sent to the Customer requesting same, the original record being kept on file at the office of the Company in accordance with 4 CSR 240-10.030(2). If the test on the meter is within two percent (2%) of accurate, then the cost of performing the test as set forth on Sheet No. 20 shall be paid by the Customer.

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FACILITIES AND RESPONSIBILITIES (continued)

If the tested meter is inaccurate by more than two percent (2%), then the cost of the test shall not be charged to the Customer. The Company shall make a test of the accuracy of any gas service meter free of charge upon request of a Customer, provided that the meter has not been tested within twelve months of such request.

2. Customer Facilities and Responsibilities

2.1 Customer's Responsibilities to Company Relating to Gas Facilities

- a. The Customer shall exercise reasonable care to protect Company property on Customer's premises from loss or damage. Customer shall be liable for any loss of property or damage thereto and shall pay to Company the cost of appropriate repairs or replacements for such loss or damage to property. When there is a change in the Customer's operation or construction that in the judgment of the Company makes the relocation of facilities necessary or if relocation is required by the Customer, the Company will move such facilities at the Customer's expense to an acceptable location on the Customer's premises.
- b. The Customer shall provide a suitable place for the Company gas meter satisfactory to the Company. The Company shall determine that the installation location is protected from corrosion, anticipated vehicular traffic and other damages. Subsequent to its installation, the Customer shall see that the meters are protected from damage or accident and will not permit any person other than the agent of the Company, or a person lawfully authorized to do so, to remove, inspect or handle the meter.
- c. The Company's authorized agent shall have access to the Customer's premises at all times to inspect, read, repair or remove its meters and other property and at all reasonable times to inspect the appliances installed on Customer's premises.
- d. In the event of the escape of gas, Customer shall take reasonable precaution to prevent ignition of escaping gas and shall immediately notify the Company.
- e. The Customer shall not construct buildings over a gas service line and/or enclose gas metering equipment. In the event a Customer builds over the gas service line and/or encloses the gas meter, the cost of relocation shall be paid by the Customer.
- f. In the case where the Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Customer shall obtain from the property owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property or all piping, or other gas equipment required for the supply of gas to the Customer.

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FACILITIES AND RESPONSIBILITIES (continued)

- g. The Company assumes no responsibility in connection with the installation, maintenance or operation of the Customer's equipment and reserves the right to discontinue service if equipment is in an unsafe condition.

2.2 Customer's Responsibilities for its Facilities

- a. The Customer shall own, install and maintain gas piping, connections, vents, and appliances on its side of the point of delivery in the condition required by the governmental authorities having jurisdiction. This will be accomplished at the Customer's expense. The Customer shall so use the equipment as not to disturb the Company's service to other Customers.
- b. The Customer, or owner, shall bring its piping to the point of delivery. Any change of locations of service line or meter requested by the Customer shall be done by Company at the expense of the Customer or owner. Upon written request of the Customer or owner, Company will, at its convenience, make repairs to, replacements of, or clear obstructions in piping of the Customer or owner, and may charge the Customer or owner for such labor, material, and overhead costs as are necessary to place Customer's piping in good operating condition.
- c. All Customer's piping and gas burning equipment will be in accord with the National Fire Protection Association (NFPA) Pamphlet #54, also known as American National Standards Institute (ANSI) Pamphlet #Z223.1, also known as the National Fuel Gas Code, and the then current A.G.A. Standard at the time of such installation, or other codes as adopted by the local governing authority.
- d. Loss of gas due to leakage from Customer's piping beyond the point of delivery shall be considered to be consumption by the Customer.
- e. In the event of tampering or unauthorized use of Company's facilities, the probable gas consumption shall be estimated by Company and billed at the highest rate for the period of tampering to Customer for the entire period of tampering to the extent allowed by law. If the duration of such tampering or unauthorized use is not known, it shall be conclusively presumed to have been since the commencement of Customer's service.

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EXTENSION POLICY

Whenever facilities must be installed to a site not previously served the following policy will apply:

- (1) Facilities Provided: The Company will install, own, operate and maintain all gas mains and service lines and meters, including regulators, valves, cathodic protection, and other devices necessary to provide service. Gas main extensions shall be made only along public streets, roads or highways and upon private property across which satisfactory rights of way or easements have been provided to the Company.
- (2) Cost of Facilities for Permanent Gas Service: Subject to the following limitations, the Company will install, own, operate and maintain all facilities to the point of delivery.

(A) Free Extension Allowance

Any extension from existing mains to the point of connection with Customer's service line, whether on public property or on private property, is considered to be an extension of a main. Any extension, from existing mains or from an extension of a main as defined above, to Customer's property for service to Customer shall be considered a part of the service line to serve such Customer.

Gas mains will be extended by the Company to supply new Customers, without additional charge for any extension, provided the length of such extension does not exceed the length calculated using the following formula:

1. General

- a. No free length allowance will be made for usage for temporary, standby, auxiliary, or emergency use only. In addition, no free length allowance will be made for Minor Gas Appliances such as gas logs or gas grills.
- b. The Company is under no obligation to provide a free length allowance under the interruptible rate schedules.
- c. In no case will the Company build, without cost to the applicant, more service line than is necessary to reach the acceptable meter location by the most economical route, even though any additional line would still come within the free allowance.

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EXTENSION POLICY (continued)

2. Residential Customers – Free length = 150 feet.

This free length allowance is based upon extension of a 2-inch polyethylene main and the use of natural gas for primary space heating by the Customer. If Customer's load requires a larger and/or steel main, Customer will be required to deposit the difference between the estimated cost of the main required to serve Customer and the estimated cost of the free extension calculated by this formula.

3. Residential Developments

Where an extension is required for lots under development in a subdivision, the Developer may be required to deposit with the Company, in advance, an amount equal to the Company's estimated cost of the required extension.

4. Commercial and Industrial Customers

- a. For each firm Customer whose annual consumption is estimated by the Company to be 500 Mcf or less, the free length shall be computed in accordance with Paragraph 2 of this section.
- b. For each firm Customer whose annual consumption is estimated by the Company to be over 500 Mcf, the free length, if any, will be determined on an individual feasibility basis, considering the required investment, character and economic life of the load, and other appropriate information, including, but not limited to, overhead costs or charges.

(B) Extensions Beyond the Free Limit – Residential and Commercial

1. Upon completion of a "Main Extension Contract" the Company will extend its mains to a Customer beyond the free length, provided the Customer deposits an amount of money with the Company sufficient to cover the construction expense for service to the Customer in excess of the free length of 2-inch polyethylene main. All costs of the Company referred to shall include applicable material, labor (contractors or Company personnel), and overhead costs. A copy of the Company's estimate of the cost of construction, including direct and overhead costs, shall be furnished to the Customer or Developer upon request prior to construction.

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EXTENSION POLICY (continued)

2. As additional Customers are served through service lines connected directly to the specifically involved main extension within five (5) years of its completion date, the original Customer(s) or Developer shall be refunded an amount determined as follows:
 - a. The contract with the original Customer(s) shall set forth the estimated cost per foot for a normal 2-inch polyethylene main extension.
 - b. The Company will estimate the annual gas consumption (Mcf) of each new Customer added to the main extension.
 - c. The refund shall be determined by the following formula:

$$\text{Refund} = \text{The estimated cost per foot from (a) times the estimated annual gas consumption (Mcf) for the new Customer.}$$
 - d. The refund to the original Customer(s) or Developer shall not exceed the amount of the original construction estimate deposited with the Company.
 - e. No interest shall be paid on the construction estimate deposit.
 - f. The refund(s) due, if any, to the original Customer(s) will be calculated and paid on June 1 of every year. Refunds will not be made at any other time.
3. In any case in which the owner of property or of an existing residence refuses to participate in the funding of the deposit, but within five (5) years of the refusal, requests gas service, such person shall be billed a proportionate amount based upon the total number of services estimated to be installed at the time the deposit level was derived. Upon receipt of that payment, the Company shall refund same to those Customers who financed the main extension, in proportion to that deposit.

(C) Meters and Services:

1. Company will install necessary meter connections and meter without charge subject to the other provisions of these Rules and Regulations.

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EXTENSION POLICY (continued)

2. New service piping, up to and including a size $\frac{3}{4}$ inch in diameter, will be installed by the Company free of charge for residential and for commercial Customers whose annual consumption is 500 Mcf or less, from its distribution main to the private property line of the applicant or other private property line through which the service shall be constructed, and for an additional length, from such property lines to the point of delivery determined in accordance with these Rules and Regulations, as is determined by the allowance per Customer for each major use of gas appliances and equipment specified below:

<u>Residential and Commercial Service</u>	<u>Allowance</u>
Gas Space Heating Equipment	60 feet
Gas Water Heater or Gas Dryer	40 feet

This free service piping allowance will not apply for temporary service or for the use of Minor Gas Appliances such as gas logs or gas grills.

3. For each industrial Customer and commercial Customer whose annual consumption is over 500 Mcf, the free length of service, if any, will be determined on an individual feasibility basis considering the required investment, character, and economic life of the load, and other appropriate information.

For service piping in excess of the portion installed at Company expense pursuant to paragraph 2. above, Customer will be charged for such excess footage, based on the average cost to the Company, for installing service piping during the preceding calendar year. The rate per linear foot of service will be the average cost incurred during the preceding calendar year for installing such service pipe. Any charges for installing excess service piping are payable in advance. For excess service piping pursuant to paragraph 3. above, the Customer will be charged for the actual cost of such excess service piping. The Company will attempt to estimate the cost for the Customer based upon known and observable conditions; however, the Customer shall pay for any additional expense occasioned by any abnormal construction on or conditions of the Customer's property, such as rock excavation.

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EXTENSION POLICY (continued)

- (3) Cost of Facilities for Temporary Gas Service : Whenever the Company is asked to install facilities to provide service which is not permanently required, the Customer shall pay to the Company, in advance an amount equal to the estimated cost of providing the service, in addition to the regular charges for service under the applicable rate schedule.
- (4) Where a Contribution is Required: Prior to the construction of facilities for which a contribution is required, the Company will prepare an estimate of the cost of installing the facilities and present a copy to the Customer requesting the construction. The estimate will include all direct, indirect, and overhead costs. The amount of the allocation of indirect and overhead costs is derived by application of unit costs or allocation percentages, determined from historical experience and applied in a manner consistent with the application of indirect costs and overhead to other types of work orders, construction jobs and/or charges.
- (5) Customers having to modify their fuel lines to accommodate a new meter location required under Section 15 of 4 CSR 240-40.030 shall be entitled to a reimbursement by the Company not to exceed \$500. Customer shall promptly present proof of expenses incurred to the Company. Company will install a service line to the structure at no cost to the Customer which is considered part of the Company's Replacement Program for Unprotected Steel Service Lines and Yard Lines.

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LEVEL BILLING PLAN

This plan is available to all residential Customers and other Customers whose average consumption is less than two hundred fifty (250) Ccf per month. The Customer may enroll in the Level Payment Plan at any time during the calendar year with the month of entry being the Customer's anniversary month.

The Level Payment Plan allows the Customer to make scheduled payments of prearranged amounts. The prearranged amount will be determined by the Company and will be one twelfth of the estimated annual bill plus any preexisting arrears and the current bill. Payments required for any month may vary from the prearranged amount due to late payment, jobbing or other charges due for services rendered, or refunds due Customers through an approved refund plan.

The amount may be recomputed when requested by the Customer, or when price or consumption changes result in a new estimate differing by ten percent or more from the current payment amount. When a Customer's payment is recomputed, the Customer shall be notified of the reason for change not less than 30 days prior to the due date for the first revised payment.

The Level Payment Plan account balance on the anniversary date shall be carried forward and included with the estimated charges for service in determining the subsequent year's level payment amount. The Customer shall have the option of applying any credit balance to future months' Level Payment amounts or obtaining a refund of any credit exceeding \$10.00.

The Customer may request termination of the plan at any time but will be required to bring the account to the current balance. If a credit balance remains, the Customer may obtain a refund or apply the credit balance to charges for future months' service.

The Customer will be removed from the plan after two delinquencies and will be required to bring the account to the current balance.

When payment is delinquent, a debit account balance shall be subject to the same collection procedures as other accounts. If the account balance is a credit, the Level Payment Plan may be terminated after not less than 30 days.

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CURTAILMENT OF SERVICEPriorities of Service

Purpose: The purpose of this rule is to establish the priority of service required to be provided by Company during periods of curtailments caused by natural gas supply deficiencies and/or pipeline capacity constraints.

Curtailments: During periods of natural gas supply deficiencies and/or capacity constraints on the Company's pipeline system, the Company will curtail or limit gas service to its Customers (or conversely allocate its available supply of gas) as provided in this rule. Curtailment may be initiated due to a supply deficiency, a limitation of pipeline capacity or a combination of both. The Company will curtail service only in the areas which are affected by gas supply deficiencies and/or the capacity constraints. For the purposes of this rule, interruption of service to a particular Customer due to the failure of the Customer's transportation volumes to be delivered to the Company does not constitute curtailment under this rule. If, in the Company's opinion, supplies and capacity are available, the Company may allow limited gas service for plant protection.

Priority Categories: Each Customer's requirements shall be classified into priority categories. The priority categories to be utilized by the Company for allocating available gas service, listed in their order of priority, with Category 5 being the lowest priority and Category 1 being the highest priority of service to be retained, are listed below. Service will be curtailed for each category on a pro rata basis in accordance with the order of priorities set forth below:

For a Company Sales Service Supply Deficiency:

Category 1: Sales service to residential Customers, public housing authorities, public schools, hospitals and other human needs Customers receiving firm sales service from the Company.

Category 2: Commercial firm sales service.

Category 3: Industrial firm sales service.

Category 4: Commercial Service Interruptible sales service.

Category 5: Industrial Service Interruptible sales service.

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CURTAILMENT OF SERVICE (CONT'D)

For Pipeline System Capacity Deficiency:

Category 1: Service to residential Customers, public housing authorities, public schools, hospitals and other human needs Customers receiving firm service from the Company.

Category 2: Commercial firm service.

Category 3: Industrial firm service.

Category 4: Commercial Service Interruptible service.

Category 5: Industrial Service Interruptible service.

Curtailment Procedures: Notice shall be given to all affected Customers by telephone or in writing via e-mail or fax for Customers in Categories 3, 4 and 5 above. Notice shall be given to all other affected Customers via mass media (radio and television). Notice shall be given as far in advance as possible and may be changed by the Company as conditions warrant.

Curtailment shall be assigned initially to the lowest priority category (Category 5) and successively to each higher priority category as required. Should partial service only be available to an affected category, deliveries to individual Customers shall be limited to the Customer's pro rata share of available supply or capacity, such allocation to be based on the ratio of the Customer's requirements in the category for which partial service is available to the aggregate requirements of all the Company's Customers in the same category.

The Customer will designate a telephone number, fax number or e-mail address to be notified when curtailment periods are to begin and end. When ordered to curtail, the Customer will discontinue use of gas service as promptly as possible, but no later than two hours after receiving notice to curtail use. Should the Customer fail to discontinue service after receiving notice, the Company shall have the right to physically disconnect the service facilities.

The Company shall not be liable for any loss or damage that may be sustained by Customers by reason of any interruption and/or curtailment of service. If continuity of fuel supply is required by the Customer, the Customer should install and maintain whatever stand-by fuel and fuel-burning equipment may be needed.

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CURTAILMENT OF SERVICE (CONT'D)

Curtailment Overrun Penalties; Overrun Penalty: Volumes of gas taken at any time in excess of the amount specified by the Company in the interruption as being available to Customer shall constitute overrun gas. If the Customer causes the Company to incur pipeline supplier penalties, those penalties will be assessed to the Customer causing such overrun penalties. Penalty charges of \$500.00 plus \$2.50 per Ccf of such overrun volumes shall be paid by Customer in addition to all other charges payable hereunder. When a charge is levied for the third time within three years, in addition to this penalty, the Company may, at its discretion, make interruptible service and transportation service no longer available to the Customer, and the Customer may be automatically transferred to a firm rate schedule.

The Company shall have the right, in its sole discretion, to waive any portion of the overrun penalties, excluding overrun penalties assessed the Company by the pipeline supplier, on a non-discriminatory basis for good cause. An example of good cause in this instance would be an emergency situation where the Customer cannot immediately comply with the curtailment directed by the Company through no intentional act by the Customer. Another situation would be where, after the Customer was ordered to curtail and did not for reasons beyond the Customer's reasonable control, and the Company did not experience any distribution problems as a result of the Customer's failure to comply. An example that does not constitute good cause is a situation where the Customer, after being directed to curtail, intentionally, and with no justifiable reason, refuses to comply.

Penalty charge revenues shall be considered Purchased Gas Adjustment revenue recovery for Actual Cost Adjustment factor computations.

Relief from Liabilities: The Company shall be relieved of all liabilities, penalties, charges, payments and claims of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by a particular Customer to the extent that such failure results from the implementation of the priority of service plan or curtailment procedures herein prescribed, or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction.

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EXCESS FLOW VALVES

In accordance with the United States Department of Transportation Regulation 49 CFR Part 192.383, the Company shall provide notice of the benefits and availability of Excess Flow Valves (EFV).

Notice shall be provided in writing to home construction companies, new homebuilders and residences where the service line is scheduled to be replaced. The Customer must return the notice to accept the installation of the EFV. Installation of the EFV is not required.

Installation of an EFV shall be made by the Company only in the case of a new service line or a scheduled replacement service line, upon the Customer's request and upon payment by the Customer of the installation costs. Installation of an EFV shall only be available where service is provided to a residential single-family dwelling served from a delivery system with a pressure not less than ten (10) pounds per square inch and where the service line is connected directly to the gas distribution main.

Installation costs on an EFV shall be as set forth on Sheet No. 21 and include: labor, materials, overhead, EFV, meter tag, and purchase order cost. EFV installation costs shall be re-evaluated periodically by the Company.

Maintenance Costs associated with the repair, removal or replacement of an EFV at a premise shall be as set forth on Sheet No. 21. Maintenance costs shall be paid by the Customer who requested installation of the EFV at that premise, if that Customer still takes service at that premise. If the current Customer receiving service at the premise is not the Customer that had the EFV installed, then the current Customer will be given the option of having the EFV removed by the Company at no cost to the Customer or having the EFV repaired or replaced and pay the actual costs incurred by the Company for performing the maintenance work.

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OTHER CONDITIONS OF SERVICE

The Company shall endeavor to furnish continuous service to the Customer but does not guarantee uninterrupted service. Further, the Company shall not be liable for loss or damage resulting from interruptions or deficiencies in service occasioned by any cause except willful default or willful neglect on its part.

Gas purchased from the Company shall be used by the Customer at one location and shall not be resold. The term "one location", as used herein, shall include separate buildings only if such separate buildings are immediately adjacent and not separated by either private or public right-of-way.

The Company will determine the adjustment, if any, to be made for wastage of gas occurring without knowledge to the Customer, on the basis of the circumstances involved in each specific instance.

Additional Load: Meters and equipment supplied by the Company for each Customer have definite capacities and no major addition to the equipment or load connected hereto shall be made except by consent of the Company. Failure to give notice of additions or changes in load, and to obtain Company's consent for same, shall render the Customer liable for any damage to any of Company's lines or equipment caused by the additional load or changed installation. The Customer agrees to notify the Company of any material changes in his installation or load conditions. Upon such notification, the Company will assist in determining if a change in rates is desirable. Unless required by substantial changes in the Customer's installation, not more than one change in rates will be made within any twelve-month period.

A Customer applying for or receiving gas service who also obtains a portion of its gas requirements from a source other than the Company is deemed to have partial service. The Customer shall, at its own expense, install and maintain at or after the Point of Delivery in a manner acceptable to the Company, adequate valves, switched or other equipment to segregate the delivery of Company provided or transported gas. This is necessary to preclude any commingling of gas from other sources with the natural gas delivered by the Company. This provision does not apply to pipeline quality natural gas purchased by the Customer from a source other than the Company and transported through the Company system.

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PROMOTIONAL PRACTICES

RESIDENTIAL SECTORBuilder Program

The intent of the program is to promote the use of natural gas, high-efficiency appliances, and energy conservation measures within the new construction market. The Company may offer the builder and/or the potential homeowner cost comparisons between the utilization of natural gas and alternate energy sources.

The Company may make marketing materials available to the prospective homeowners through the builders. These materials promote the economy of an energy efficient gas home.

Promotion of High-Efficiency Gas Appliances

The Company may promote the use of high efficiency gas appliances by making available educational material. This material explains the advantages of high efficiency natural gas equipment.

The Company may merchandise the following gas appliances: water heaters, ranges, space heaters, logs, gas lights, clothes dryers, and grills, among various others. The Company may offer merchandise financing to Customers, enabling them to make payments on their gas bills. The annual percentage rate of interest will not be on terms more favorable than those generally applicable to sales by non-utility dealers.

Dealer Program

The Company may offer builders, heating contractors, etc., upon request, cost comparisons between the use of natural gas and alternate fuels.

The Company may develop and implement various cooperative advertising programs to be made available to builders, developers, heating contractors, etc. Cooperative advertising funds supplied by the Company are limited to one-half of the reasonable cost or value of joint advertising.

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name of officer

Vice President-Rates and Regulatory Affairs
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PROMOTIONAL PRACTICES (continued)

RESIDENTIAL SECTOR (continued)Real Estate Program

This program is used to educate real estate agents and brokers through periodic meetings with individual realty companies or realty associations. During the meetings, the Company exhibits photographs of various applications for natural gas equipment, makes verbal presentations on how to better serve real estate agents and brokers, and demonstrates the benefits of using natural gas in the home. Educational handout materials are also available for each participant.

Promotion of Gas On-Main

Through the Company's on-main conversion program, we communicate the advantages and benefits available to prospective Customers who convert to natural gas heating equipment.

This program is targeted toward each prospective Customer who has a gas main accessible to his or her property. Supporting media advertising and awareness materials, such as brochures, can also be utilized.

Energy Conservation

The Company promotes the conservation of energy. Upon request, the Company may supply to anyone interested a cost comparison showing the energy savings possible through the use of high-efficiency equipment.

Educational Programs

The Company engages in an educational process to familiarize the communities we serve with the benefits of natural gas by providing educational materials, literature, and programs to community schools, civic groups and other community organizations.

A catalog of AGA Natural Gas Teaching Materials is sent to all schools in our service territory. Any printed material may be ordered free of charge by the schools. The charge for this material is paid by the Company.

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PROMOTIONAL PRACTICES (continued)

COMMERCIAL/INDUSTRIAL SECTOR

The Company may offer the following services:

Fuel Cost Comparisons – Through the use of fuel cost comparisons, the Company may evaluate the optimal energy to be used for any particular commercial or industrial application.

Equipment Selection – The Company may provide our commercial and industrial Customers up-to-date educational information on the latest technical improvements in gas equipment. This information is communicated to the Customer through the Company's representatives and through industry publications such as Gas Technology Magazine and Food Service Newsletter. Various educational publications similar to those previously mentioned may also be made available to any and all persons of the commercial/industrial sector within our service area. In addition to information on technological advances, these publications provide pertinent safety and energy conservation information.

Energy Consulting – The Company may provide technical information to any Customer, prospective Customer, supplier or other interested party who may be in need of assistance.

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ENERGY EFFICIENCY & CONSERVATION

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