

EGYPTIAN GAS STORAGE CORPORATION

P.O. BOX 5269
1410 N. CULLEN AVENUE
EVANSVILLE, INDIANA 47716
FAX (812) 477-1377

GAS STORAGE RESERVOIRS
MILLS RESERVOIR - GALLATIN COUNTY ILLINOIS

TOLL FREE (800) 544-4609
EVANSVILLE, IN (812) 477-1575
RIDGEWAY, IL. (618) 272-5681

June 16, 2005

TO: Mark Martin

FROM: C. A. Robinson

RE: Purchase of Gas in Mills Field
Gallatin County, Illinois

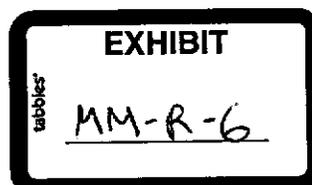
As per your agreement to sell 155,308 Dth of gas stored in Egyptian's Mills Gas Storage Field in a letter dated June 8, 2005, attached is a cashiers check for \$970,675.00 to purchase the gas. Also, I have enclosed a bill of sale which should be signed by Atmos Energy and returned to the writer.

Thanks for your cooperation in finalizing this gas sale to Egyptian. Please advise the writer if we can be of any future assistance to you or your company.


C. A. Robinson

CAR/ew

Encs.



BILL OF SALE, WITHOUT WARRANTIES

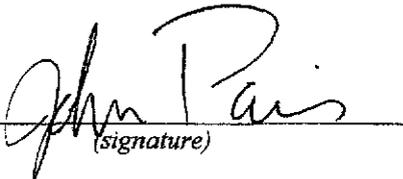
This Bill of Sale is made on June 16, 2005, between Atmos Energy, Seller, of 377 Riverside Drive, Suite 201, City of Franklin, State of Tennessee, and Egyptian Gas Storage, Buyer, of 1410 North Cullen Avenue, City of Evansville, State of Indiana.

In exchange for the payment of \$ 970,675.00, received from the Buyer, the Seller sells and transfers possession of the following property to the Buyer:

155,308 Dth of natural gas stored in Egyptian's Mills Storage Field, Gallatin County, Illinois.

The Seller disclaims any implied warranty of merchantability or fitness and the property is sold in its present condition, "as is".

Signed and delivered to the Buyer on the above date.


(signature) PJC
HAM

By: Atmos Energy, Seller



OLD NATIONAL

BRANCH #

499311

71-1/868

DATE

June 16, 2005

REMITTER

egyptian gas storage corp.

PAY TO THE ORDER OF

atrous energy corp.

\$970,875.00

Nine Hundred Seventy Thousand Six Hundred Seventy-Five and 0/100's

Alycia C. Benefield

ALYCIA C. BENEFIELD, TSH

PRINTED NAME AND TITLE

CASHIER'S CHECK

⑆499311⑆ ⑆08630012⑆ ⑆902000705⑆

THIS DOCUMENT HAS A COLORED BACKGROUND. NO ITA WHITE BACKGROUND.

STORAGE SERVICE
AGREEMENT

THIS STORAGE AGREEMENT, made and entered into this 17 day of May, 1963, by and between Egyptian Gas Storage Corporation ("Seller") and United Cities Gas Company ("Buyer"), a local distribution company incorporated in the States of Illinois and Virginia:

W I T N E S S E T H:

WHEREAS, Seller has available underground gas storage capacity;
and

WHEREAS, Buyer desires to purchase and Seller desires to provide certain storage service.

NOW, THEREFORE, Seller and Buyer do mutually agree as follows:

ARTICLE 1
DELIVERY OF THE STORED VOLUME

1.1 Buyer hereby agrees to purchase the storage service offered by Seller hereunder and desires to have the volumes hereinafter set forth (Stored Volume) injected into the storage facilities identified below for Buyer's account generally during the period of May 20 through October 31 (Summer Period) of each year of the term hereof, up to the Maximum Stored Quantity, set out below, which shall be the maximum inventory Buyer may have injected into storage during the Summer Period and maintained in storage hereunder at any given time. Stored Volumes are to be withdrawn from storage and delivered to Buyer generally during the period November 1 through March 31 (Winter Period) of each year pursuant to the terms and conditions of this Storage Agreement.

Maximum Stored Volume	500,000 Dt.
Maximum Daily Injection Quantity	5,000 Dt./Day
Maximum Daily Firm Withdrawal Quantity	3,300 Dt./Day

1.2 Buyer may withdraw up to a maximum of 5,000 Dt./Day if Seller's operations permit. Buyer may also inject volumes during the Winter Period and withdraw volumes during the Summer Period if Seller's operations permit.

1.3 Seller shall retain, as Fuel Reimbursement, the percentages of gas withdrawn hereunder, as set forth in Exhibit A of this Storage Agreement.

ARTICLE 2
BILLING AND PAYMENT

2.1 For the services provided or contracted for hereunder, Buyer agrees to pay Seller the charges set forth in Exhibit A of this Storage Agreement.

2.2 Seller shall send to Buyer, on or before the tenth (10th) day of each month, a billing of charges for service rendered in the preceding month. Such charges shall be based on estimated quantities of gas if actual quantities of gas are unavailable in time to prepare the billing. In that event, Seller shall provide, in the succeeding month's billing, an adjustment based on any difference between actual and estimated quantities of gas.

2.3 Buyer shall pay Seller by check within ten (10) days of receipt of the bill. Interest on any unpaid amount shall accrue from the due date until the date of payment, at the then current prime rate of interest (as published by First American Bank or any successor bank). However, Buyer shall not be responsible for payment and interest thereon for amounts that are legitimately disputed. Buyer and Seller shall resolve any disputed amounts as expeditiously as possible and payment shall be made promptly by Buyer if the disputed amounts are deemed to be owed by Buyer.

2.4 All statements, billings and payments shall be subject to correction of any errors contained therein for a period of one (1) year following their respective date(s) of actual receipt by Buyer. Either party shall have the right at reasonable times, and upon adequate notice, to examine and audit the books, records and charts of the other party to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

2.5 If Seller fails on any day to make available the nominated withdrawal quantities (up to the firm withdrawal quantity) and such failure is not otherwise excused by any provision of this Agreement, by operation of law or Buyer's failure to meet its obligations hereunder, and Buyer replaces such gas during such period ("Replacement Gas"), then Seller shall compensate Buyer for all reasonable costs and expenses that Buyer incurred in acquiring Replacement Gas to the extent that such costs and expenses, on a Dth city-gate equivalent basis, are in excess of the cost of gas in Seller's storage facility that Buyer would have otherwise withdrawn ("Incremental Costs"). Buyer shall endeavor to acquire Replacement Gas at the lowest price reasonably available. Within thirty (30) days after the actual quantities are confirmed by Texas Eastern, Buyer shall render to Seller a statement detailing the costs incurred by Buyer for such Replacement Gas and the Incremental Costs. Seller shall, within thirty (30) days of receipt of such statement, reimburse Buyer by check for Buyer's Incremental Costs. Seller's liability to reimburse Buyer for Buyer's Incremental Costs shall constitute Buyer's sole and exclusive remedy for Seller's failure to deliver pursuant to this Agreement.

ARTICLE 3
POINTS OF RECEIPT AND DELIVERY

Gas shall be received by Seller from Buyer for injection into storage, and the Stored Volume withdrawn for the account of Buyer and shall be delivered to Buyer on a firm basis at Texas Eastern meter number 72661 for injection and 76661 for withdrawal, Saline County, Illinois.

ARTICLE 4
TERM

4.1 This Agreement shall be effective from the date first stated above. Seller shall provide firm storage service for Buyer pursuant to this Agreement from 1st day of May, 1993 until the 30th day of April, 1994, and year to year thereafter unless this Storage Agreement is terminated as hereinafter provided. This Storage Agreement may be terminated by either Seller or Buyer upon six (6) months' prior written notice to the other specifying a termination date of any anniversary of the primary term (April 30).

4.2 If on any anniversary of the termination date of this Contract, the Contract has not been renewed for the next storage contract year and Buyer has not withdrawn all of its Stored Volume, Buyer shall have 45 days from the termination date to withdraw all of its Stored Volume.

ARTICLE 5
GENERAL TERMS AND CONDITIONS

5.1 Gas received and delivered shall be merchantable natural gas and shall conform to the quality specifications set forth in Texas Eastern's FERC approved transportation tariff.

5.2 Seller shall have the unqualified right to commingle gas stored hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered at the Point of Delivery will not be the same molecules as those received at the Point of Receipt.

5.3 Buyer shall furnish to Seller schedules showing Quantities of gas for injection, withdrawal and storage by Seller.

- a. Not later than five business days prior to the first day of each month in which gas is to be injected or withdrawn, Buyer shall deliver to Seller a nomination schedule showing the estimated daily quantity of gas it desires Seller to inject or withdraw during the month. At the time a nomination is made for injection or withdrawal of gas, Buyer shall identify to Seller the associated transportation agreement for deliveries of gas at the Point of Receipt and receipts at the Point of Delivery. Nominations will be submitted to Seller not less than two (2) hours before the applicable deadline on Texas Eastern.

- b. Buyer shall endeavor to keep nominations at a consistent level during the month, but has the right to change injection or withdrawal quantities ten (10) times per month.

ARTICLE 6
WARRANTY OF TITLE TO GAS AND LIABILITY

6.1 Buyer warrants title to all gas delivered to Seller for injection. Buyer further warrants that it will indemnify Seller and save it harmless from suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said gas.

6.2 Seller shall indemnify, defend and hold Buyer harmless from and against any loss, cost and expense, including court costs and attorneys' fees, for any claims, suits, judgments, demands, actions or liability related to and arising from the natural gas, the subject of this contract, while the gas is in Seller's control or possession.

6.3 Buyer shall indemnify, defend and hold Seller harmless from and against any loss, cost and expense, including court costs and attorneys' fees, for any claims, suits, judgments, demands, actions or liability related to and arising from the natural gas, the subject of this contract, while the gas is in Buyer's control or possession, except for when the natural gas is physically located in Seller's storage facility, at which time Seller has to be responsible and Article 6.2 shall govern.

ARTICLE 7
REGULATION AND APPLICABLE LAW

This Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of all duly constituted authorities having jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Tennessee, excluding any conflict of law principles of said jurisdiction that might require the application of the laws of another jurisdiction.

ARTICLE 8
FORCE MAJEURE

8.1 If, by reason of Force Majeure, either party is rendered unable, wholly or in part, to carry out its obligation under this Agreement, such party shall not be liable in damages during the continuance of any inability so caused, provided that such inability to perform shall not relieve either party from its obligations to make payments as determined hereunder for service previously delivered. It shall be the obligation of the party declaring Force Majeure to notify the other party by telephone or fax within twenty-four (24) hours and in writing as soon as practicable of the full particulars of such Force Majeure occurrence being relied upon.

8.2 The term Force Majeure as used herein shall mean any and all circumstances beyond the direct and reasonable control of either party which would make performance of this Agreement impossible or unsafe, and by the exercise of due diligence, such party could not have prevented or overcome. This shall include but not be limited to acts of God; strikes or other industrial disturbances; civil disturbances; sabotage; explosions; storms; accidents; floods and washouts; freezing, breakage accidents or operations failures; any laws, orders, rules, regulations, acts or restraints of any government or authority.

ARTICLE 9
SUCCESSION AND ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Seller or Buyer by merger, consolidation or acquisition. Either Seller or Buyer may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Seller nor Buyer shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s) which will not be unreasonably withheld..

ARTICLE 10
NOTICES

Except as herein otherwise provided, any notice, request, or demand provided for in this Storage Agreement or any notices which either Seller or Buyer may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the post office address of Seller or Buyer, or at such other address as either shall designate by formal written notice. Routine communications, including monthly statements and payments, shall be considered as delivered when mailed by either registered or ordinary mail. The Post Office addresses of both Seller and Buyer are as follows:

SELLER:

Payment:	Egyptian Gas Storage Corporation P. O. Box 5269 Evansville, Indiana 47716
Nomination and Scheduling:	Egyptian Gas Storage Corporation P. O. Box 5269 Evansville, Indiana 47716 Phone: (812) 477-1575 Facsimile: (812) 477-1377

BUYER:

Billing: United Cities Gas Company
5300 Maryland Way
Brentwood, TN 37027
Attn: Gas Supply Department

Nomination and Scheduling: United Cities Gas Company
5300 Maryland Way
Brentwood, TN 37027
Attn: Gas Supply Department
Phone: (615) 373-0104
Facsimile: (615) 790-9337

ARTICLE 11
NON-WAIVER OF FUTURE DEFAULTS

No waiver by Buyer or Seller of one or more defaults by the other in the performance of any provisions of the Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

IN WITNESS WHEREOF, both Seller and Buyer have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

Egyptian Gas Storage Corporation

Attest/Witness

By: *C. A. Robinson*

By: *R. J. Pugh - II*

Title: *President*

Title: *Secretary*

Executed: *May 17, 1993*

United Cities Gas Company

Attest/Witness

By: *Glenn B. Rogers* *MLK*

By: *Delora S. Johnson*

Title: *Senior Vice President*

Title: *Asst Secretary*

Executed: *May 12, 1993*

EXHIBIT A
Storage Agreement
For
Firm Storage Service

Buyer: United Cities Gas Company

<u>Reservation Charges</u>	<u>Amount Per Month</u>
Capacity Charge (500,000 Dth at \$.50 /11 months) (June 1993 through April 1994)	\$22,727.27

<u>Commodity Charges</u>	<u>Amount Per Dt.</u>	<u>Fuel Reimbursement</u>
Injection Charge	\$.05	0%
Withdrawal Charge	\$.05	2%

EXHIBIT A

Storage Agreement
For
Firm Storage Service
Effective as of May 1, 1994

Buyer: United Cities Gas Company

<u>Reservation Charges</u>	<u>Amount Per Month</u>
Capacity Charge (500,000 Dth at \$.50 / 11 months) ^{12 case}	\$20,833.33

<u>Commodity Charges</u>	<u>Amount Per Dt.</u>	<u>Fuel Reimbursement</u>
Injection Charge	\$.05	0%
Withdrawal Charge	\$.05	2%

Egyptian Gas Storage Corporation

By: C. Galim

Title: President

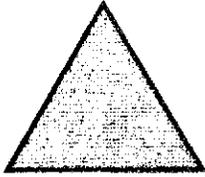
Dated: 4-14-94

United Cities Gas Company

By: Catherine Meyer

Title: Manager, Gas Acquisition

Dated: March 24, 1994



EGYPTIAN GAS STORAGE CORPORATION

P.O. BOX 5269
1410 N. CULLEN AVENUE
EVANSVILLE, INDIANA 47716
FAX (812) 477-1377

UCG-10218-1

GAS STORAGE RESERVOIRS
MILLS RESERVOIR - GALLATIN COUNTY ILLINOIS

May 5, 2003

TOLL FREE (800) 544-4609
RECEIVED EVANSVILLE, IN (812) 477-1575
RIDGEWAY, IL (618) 272-5681

MAY 12 2003

GAS SUPPLY

Ms. Patti Dathe
Atmos Energy Corporation
P.O. Box 650205
Dallas, TX 75265-0205

RE: Letter Agreement Extension
Storage Service Agreement
Mills Storage Field
Gallatin County, IL

Dear Ms. Dathe:

As per our recent conversation, this Letter Agreement Extension will serve to amend the original storage agreement between Egyptian Storage Corporation and United Cities Company (now Atmos Energy) dated May 17, 1993, amended on April 30, 1995, and Letter Agreements dated May 14, 1996, April 29, 1999, March 15, 2000, May 10, 2001, and March 28, 2002.

In Article I, Delivery of the Stored Volume, the Maximum Stored Volume and the Maximum Daily Firm Withdrawal Quantity will be amended as follows:

Maximum Stored Volume	400,000 DTH
Maximum Daily Firm Withdrawal Quantities (MDFWQ)	
a. Buyer's Working Gas Exceeds 200,000 DTH	5,000 DTH/Day
b. Buyer's Working Gas is between 100,000 DTH and 200,000 DTH	4,000 DTH/Day
c. Buyer's Working Gas is between 50,000 DTH and 100,000 DTH	3,000 DTH/Day
d. Buyer's Working Gas is less than 50,000 DTH	2,000 DTH/Day

In order to obtain the above MDFWQs listed above, United Cities (Atmos Energy) is required to maintain a Cushion Gas level of 100,000 DTH in addition to the Maximum Stored Volume of 400,000 DTH. The monthly Reservation Charges described in Exhibit "A" of the original Storage Service Agreement shall be amended as follows:

Capacity Charge (400,000 DTH \$0.45/12 months) \$15,000.00 per month

There are no changes in the Commodity charges for gas injection and gas withdrawal or the Fuel Reimbursement Charge as set forth in Exhibit "A" of the original Storage Service Agreement.

Ms. Patti Dathe
Atmos Energy Corporation
May 5, 2003
Page Two

This Letter Agreement Extension shall become effective May 1, 2003, and shall remain in full force and effect for a term of one (1) year and will terminate on May 1, 2004. If this Letter Agreement Extension meets with your approval, please sign and execute in the space provided below and return one copy to the writer.

Very truly yours,

EGYPTIAN GAS STORAGE CORP.


C. A. Robinson

CAR/lc

ACCEPTED:

ATMOS ENERGY CORP.

By: Tom Blaw
President - Mid States
Title: Duron

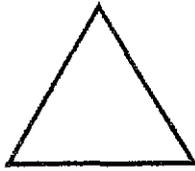
Dated: May 29, 2003

EGYPTIAN GAS STORAGE CORP.

By: C. A. Robinson
C. A. Robinson
Title: President

Dated: May 5, 2003

PSD
for
page



EGYPTIAN GAS STORAGE CORPORATION

P.O. BOX 5269
1410 N. CULLEN AVENUE
EVANSVILLE, INDIANA 47716
FAX (812) 477-1377

GAS STORAGE RESERVOIRS
MILLS RESERVOIR - GALLATIN COUNTY ILLINOIS

April 28, 2004

TOLL FREE (800) 544-4609
EVANSVILLE, IN (812) 477-1575
RIDGWAY, IL (618) 272-5681

Mr. Dave Addie
Atmos Energy Corporation
5430 LBJ Freeway
Suite 160
Dallas, TX 75240

RE: Letter Agreement Extension
Storage Service Agreement
Mills Storage Field
Gallatin County, IL

Dear Mr. Addie:

As per our recent phone conversation and my further conversation with Deborah Sparkman, who agrees to extend our current gas storage agreement, this Letter Agreement Extension will serve to amend the original storage agreement between Egyptian Storage Corporation and United Cities Company (now Atmos Energy) dated May 17, 1993, amended on April 30, 1995, and Letter Agreements dated May 14, 1996, April 29, 1999, March 15, 2000, May 10, 2001, March 28, 2002, and May 5, 2003.

In Article I, Delivery of the Stored Volume, the Maximum Stored Volume and the Maximum Daily Firm Withdrawal Quantity will be amended as follows:

Maximum Stored Volume	400,000 DTH
Maximum Daily Firm Withdrawal Quantities (MDFWQ)	
a. Buyer's Working Gas Exceeds 200,000 DTH	5,000 DTH/Day
b. Buyer's Working Gas is between 100,000 DTH and 200,000 DTH	4,000 DTH/Day
c. Buyer's Working Gas is between 50,000 DTH and 100,000 DTH	3,000 DTH/Day
d. Buyer's Working Gas is less than 50,000 DTH	2,000 DTH/Day

In order to obtain the above MDFWQs listed above, United Cities (Atmos Energy) is required to maintain a Cushion Gas level of 100,000 DTH in addition to the Maximum Stored Volume of 400,000 DTH. The monthly Reservation Charges described in Exhibit "A" of the original Storage Service Agreement shall be amended as follows:

Capacity Charge (400,000 DTH \$0.45/12 months) \$15,000.00 per month

Mr. Dave Addie
Atmos Energy Corporation
April 28, 2004
Page Two

There are no changes in the Commodity charges for gas injection and gas withdrawal or the Fuel Reimbursement Charge as set forth in Exhibit "A" of the original Storage Service Agreement.

This Letter Agreement Extension shall become effective May 1, 2004, and shall remain in full force and effect for a term of one (1) year and will terminate on May 1, 2005. If this Letter Agreement Extension meets with your approval, please sign and execute in the space provided below and return one copy to the writer.

Very truly yours,

EGYPTIAN GAS STORAGE CORP.



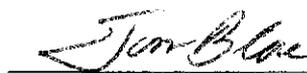
C. A. Robinson

CAR/lc

ACCEPTED:

ATMOS ENERGY CORP.

By:



Tom Blose, President
Mid-States Division

Dated:

5/10/04

EGYPTIAN GAS STORAGE CORP.

By:



C. A. Robinson, President

Dated:

4.28.04