# DISCLAIMER

**This site contains the content of the Company's tariffs. The official tariffs are on file with the relevant state regulatory commissions. While every effort has been made to ensure that the tariffs on this site are accurate and are updated on a timely basis, Atmos does not warrant that they are identical in every respect to the official tariffs on file with the relevant regulatory agencies and expressly disclaims any responsibility or liability for any differences.**

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# Tariff for Gas Service

**Atmos Energy Corp.,**
**West Texas Division**
**P.O. Box 1121**
**Lubbock, Texas 79408**

**ATMOS ENERGY CORPORATION**
**WEST TEXAS DIVISION**

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**ATMOS ENERGY CORPORATION**
**WEST TEXAS DIVISION**

| Incorporated and Unincorporated Cities Served | | |
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West Texas Service Area

Abernathy
Amherst
Anton
Big Spring
Bovina
Brownfield
Buffalo Springs Lake
Canyon
Coahoma
Crosbyton
Dimmitt
Earth
Edmonson
Floydada
Forsan
Friona
Fritch
Hale Center
Happy
Hart
Hereford
Idalou
Kress
Lake Tanglewood
Lamesa
Levelland
Littlefield
Lockney
Lorenzo
Los Ybanez
Meadow
Midland
Muleshoe
Nazareth
New Deal
New Home
Odessa
O'Donnell
Olton
Opdyke West
Palisades
Pampa
Panhandle
Petersburg
Plainview
Post
Quitaque
Ralls
Ransom Canyon
Ropesville
Sanford
Seagraves
Seminole
Shallowater
Silverton
Slaton
Smyer
Springlake
Stanton
Sudan
Tahoka
Timbercreek Canyon
Tulia
Turkey
Vega
Wellman
Wilson
Wolfforth

Amarillo Service Area

Amarillo
Dalhart
Channing

Lubbock Service Area

Lubbock

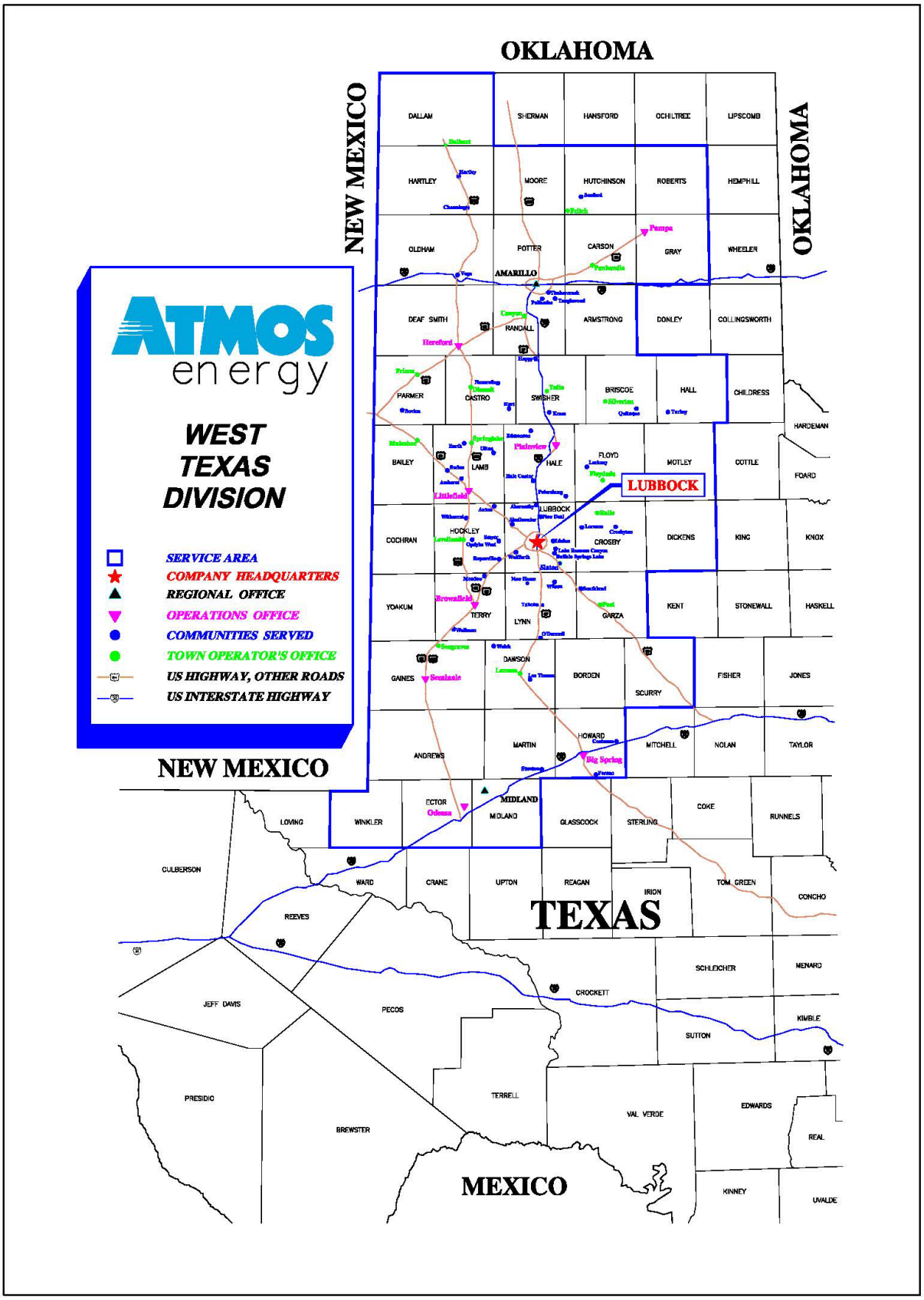
Unincorporated Communities

Greenwood***
Hartley**
Southland***
Withharral***
Welch***

** Included in Amarillo Service Area
*** Included in West Texas Service Area

**ATMOS ENERGY CORPORATION**
**WEST TEXAS DIVISION**

| SYSTEM MAP | | |
|---|---|---|
| **APPLICABLE TO:** | **Entire Division** | **PAGE: 4** |



**AGREEMENT FOR GAS SERVICE**. A written contract between Company and Customer under which Company provides Gas Service.

**APARTMENT HOUSE**. A building or buildings containing more than four Dwelling Units all of which are rented primarily for non transient use, with rental paid at intervals of one week or longer. Apartment House includes residential condominiums, whether rented or owner occupied.

**APPLICANT.** A person or entity who requests Gas Service from Company. The inauguration of Gas Service to an Applicant by Company does not indicate that Company has inspected Customer's gas piping or appliances or determined the piping and appliances to be safe or adequate.

**CODES.** Codes governing gas installations.

**COMMERCIAL CUSTOMER.** A customer who takes gas service at a premise primarily engaged in the sale or furnishing of goods and services or any other end-use sales customer to which no other rate schedule applies. A customer classified as a commercial customer under this definition may be considered eligible to contract for interruptible service under Rate Schedule T - Transportation, at the discretion of Atmos Energy, **only if** the customer 1) has standby equipment for the use of other fuel with a capacity at least equal to that normally required by the customer, 2) has fuel in storage in an amount adequate to fulfill the customer's fuel requirements during periods of interruption or discontinuance of gas service, and 3) certifies annually by October 1 that the standby equipment is in full working order and fuel storage has been procured for the upcoming 12-month period. Independent School Districts or private primary and secondary schools that use gas in buildings used to provide educational instruction to students will be classified as commercial customers for such purposes and will receive service at such buildings under the Commercial Rate.

**COMMISSION.** The Railroad Commission of Texas.

**COMPANY OR UTILITY.** Atmos Energy Corporation, West Texas Division, its successors, and its assigns.

**CONSUMER OR CUSTOMER.** These terms are used interchangeably to mean an individual, partnership, association, joint venture, corporation, governmental agency or any other organization or entity who is receiving, who is receiving the benefit of, or who is utilizing in any way Gas Service at a specified Point of Delivery.

**CURTAILMENT EVENT.** When Company determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. An interruption of delivery or service to interruptible gas customers does not constitute a curtailment event. Prior to reducing deliveries to one or more firm customers, Company interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.

**CUSTOMER'S/CONSUMER'S EQUIPMENT:** All appliances, piping, vents, connectors, valves, fittings or any other gas utilization or distribution equipment including but not limited to methane detectors and carbon monoxide detectors at or on the Customer's/Consumer's side of the Point of Delivery.

**CUSTOMER'S GAS INSTALLATION / CUSTOMER'S PIPING.** All pipes, equipment, apparatuses, devices, or facilities of any kind on Customer's side of the Point of Delivery, except Company's metering equipment, used by Customer in any manner in connection with the provision of Gas Service.

**DISTRIBUTION SYSTEM.** That portion of Company's gas system that is comprised of distribution pipelines, Gas Main Lines, and Gas Service Lines that are located on the load side of city gates.

**DWELLING UNIT.** A room or rooms suitable for occupancy as a residence.

**GAS DAY.** The period beginning at 9:00 a.m. on one calendar day and ending at 9:00 a.m. on the following calendar day.

**GAS MAIN LINES.** Company's distribution pipelines that receive natural gas from city gate stations and transport such natural gas to service lines.

**GAS SERVICE.** The transportation to and provision of natural gas, including, but not limited to, the designing, installing, maintaining, operating, and / or monitoring of gas by Company up to and at the Point of Delivery.

**GAS SERVICE LINES.** Company's distribution pipelines that receive natural gas from Gas Main Lines and transport such natural gas to the Points of Delivery.

**INDUSTRIAL CUSTOMER.** A customer who has a North American Industry Classification System Code beginning with 21, 22 (electric generation only), 31, 32, or 33.

**LOCAL DISTRIBUTION COMPANY.** An entity that operates a retail gas distribution system other than Atmos Energy Corp., West Texas Division.

**MAKE-UP VOLUMES.** The quantity of gas specifically and separately nominated by customer and confirmed by Company to resolve, either in whole or in part, any imbalance under Rate CGS, Rate PT, or Rate T.

**METER.** A device, or devices, together with any required auxiliary equipment, for measuring Gas Service.

**PIPELINE SYSTEM.** That portion of Company's gas system that provides pipeline transmission. The Pipeline System is upstream from city gates and feeds into the Distribution System.

**POINT OF DELIVERY.** The point of connection at which the gas supplied by Company leaves the outlet side of Company's meter and enters Customer's Piping. At Company's option, locations where the gas installation has multiple connections to Company's facilities may be considered one point of delivery for billing purposes.

**RATE SCHEDULE.** A statement of the method of determining charges for Gas Service, including the conditions under which such method applies.

**RECEIPT NOMINATION.** The daily quantity of gas requested by a shipper to be delivered into the Pipeline System by the shipper as specified in the associated Transportation Agreement between the shipper and Atmos Energy Corp., West Texas Division.

**REGULATORY AUTHORITY.** An incorporated city or town, or an agency of the county, state, or federal government.

**RESIDENTIAL CUSTOMER.** Unless otherwise specified in the rate schedule, a customer whose service is separately and individually metered in an individual private Dwelling Unit or in an individually metered apartment and who uses natural gas primarily for Residential End Uses and occupies the building.

**RESIDENTIAL END USES.** Heating, space heating, cooking, water heating, and any other purpose for which gas supplied by Company is used by a Residential Customer.

**RESIDENTIAL SALES SERVICE.** Gas service provided to any customer whose service is separately and individually metered and who uses natural gas primarily for Residential End Uses and occupies the building.

**STATE AGENCY.** (A) a department, commission, board, office, or other agency that:
- (i) is in the executive branch of state government;
- (ii) has authority that is not limited to a geographical portion of the state; and
- (iii) was created by the Texas Constitution or a statute of this state;

(B) a university system or institution of higher education as defined by Section 61.003, Education Code, other than a public junior college; or

(C) a river authority created under the Texas Constitution or a statute of this state.

**TEMPORARY GAS SERVICE.** Gas Service provided to Customer for a single, continuous period of time, which is less than twelve consecutive months, except that Gas Service provided during construction activities, even though provided for a continuous period of time in excess of twelve months, is considered to be Temporary Gas Service.

**TRANSPORTATION SERVICE CUSTOMER**. Customers who procure their own gas supplies and for whom Company provides delivery service on Company's system.

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **RESIDENTIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **AMARILLO SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on and after 06/01/2025** | **PAGE: 8** |

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 16.75 |
| Consumption Charge | $ 0.59685 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **COMMERCIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **AMARILLO SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on and after 06/01/2025** | **PAGE: 9** |

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 45.00 |
| Consumption Charge | $ 0.38395 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

| RATE SCHEDULE: | INDUSTRIAL GAS SERVICE | |
|---|---|---|
| APPLICABLE TO: | AMARILLO SERVICE AREA – Inside City Limits (ICL) | |
| EFFECTIVE DATE: | Services Rendered on and after 06/01/2025 | PAGE: 10 |

Availability

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 250 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 250 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 750.00 |
| Consumption Charge | $ 0.25624 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Overpull Fee**
Upon notification by Company of an event of interruption or curtailment of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption or curtailment, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

**Replacement Index**
In the event the "midpoint" or "common" price for the WAHA point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable overpull fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Notice**
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **INDUSTRIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **AMARILLO SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on and after 06/01/2025** | **PAGE: 11** |

**Special Conditions**
To receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**Presumption of Plant Protection Level**
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System (including the system formerly referred to as the Triangle Distribution System served by the West Texas Division) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

This tariff is not available to customers with a maximum daily demand of 1,000 mmBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand times 365). Load factors will be recalculated once each year to determine appropriate eligibility for the customers taking service under this rate schedule.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

| **Charge** | **Amount** |
|---|---|
| Customer Charge per Meter | $ 750.00 |
| Consumption Charge | $ 0.25624 per Ccf |

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
To receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **RESIDENTIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **LUBBOCK SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on and after 06/01/2025** | **PAGE: 14** |

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 16.75 |
| Consumption Charge | $ 0.59685 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **COMMERCIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **LUBBOCK SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on and after 06/01/2025** | **PAGE: 15** |

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| **Charge** | **Amount** |
|---|---|
| Customer Charge | $ 45.00 |
| Consumption Charge | $ 0.38395 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

| RATE SCHEDULE: | INDUSTRIAL GAS SERVICE | |
|---|---|---|
| APPLICABLE TO: | LUBBOCK SERVICE AREA – Inside City Limits (ICL) | |
| EFFECTIVE DATE: | Services Rendered on and after 06/01/2025 | PAGE: 16 |

Availability

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 250 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 250 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 750.00 |
| Consumption Charge | $ 0.25624 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Overpull Fee**
Upon notification by Company of an event of interruption or curtailment of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption or curtailment, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

**Replacement Index**
In the event the "midpoint" or "common" price for the WAHA point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable overpull fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Notice**
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **INDUSTRIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **LUBBOCK SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on and after 06/01/2025** | **PAGE: 17** |

**Special Conditions**
To receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**Presumption of Plant Protection Level**
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System (including the system formerly referred to as the Triangle Distribution System served by the West Texas Division) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

This tariff is not available to customers with a maximum daily demand of 1,000 mmBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand times 365). Load factors will be recalculated once each year to determine appropriate eligibility for the customers taking service under this rate schedule.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

| **Charge** | **Amount** |
|---|---|
| Customer Charge per Meter | $ 750.00 |
| Consumption Charge | $ 0.25624 per Ccf |

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

The West Texas Division Rider SUR (ALDC) applies to this schedule.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
To receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

## Applicability

This Rider is applicable to customer classes as authorized by Regulatory Authority pursuant to any statute, order, rule, contract, or agreement. This Rider is subject to all applicable laws and orders, and Company's rules and regulations on file with the Regulatory Authority.

## Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

### 1. Unprotected Excess Deferred Income Tax Amortization

Pursuant to an agreement reached with the Cities of Amarillo, Lubbock, Dalhart, and Channing ("ALDC"), a monthly rate reduction reflecting the allocated ALDC balance of the Unprotected portion of the Excess Deferred Income Taxes ("EDIT") took effect for bills rendered on and after June 1, 2021 and was to remain in effect for approximately 60 months until all approved Unprotected Excess Deferred Income Tax Amortization ("EDIT") amounts are refunded to the applicable customer classes or the next Statement of Intent Filing with the ALDC Cities. This monthly rate reduction shall continue to apply to the Residential, Commercial, Industrial, and Transportation rate schedules of Atmos Energy Corporation's West Texas Division under the Rider SUR for the remainder of the 60-month time period, which will expire on May 30, 2026.

## Monthly Calculation

Surcharges will be refunded to each customer class in the Incorporated Areas of Amarillo, Lubbock, Dalhart, and Channing by reducing each customer's monthly bill by the amount shown below by customer Rate Schedule for each month for a 60-month period or until the next Statement of Intent Filing with the ALDC Cities.

| Rate Schedule | Monthly Customer Rate Adjustment |
|---|---|
| Residential Gas Service | $ (1.88) |
| Commercial Gas Service | $ (5.73) |
| Industrial Gas Service | $ (98.36) |
| Transportation Service | $ (98.36) |
| Public Authority Gas Service | $ (10.55) |

OTHER ADJUSTMENTS

The above rate schedules shall be adjusted for all applicable taxes (including franchise fees for incorporated customers) related to the above.

**2. Docket No. OS -24-00018879 – Securitization Interest Expense Recovery**

The following surcharge as authorized in Docket No. OS-24-00018879 shall be recovered from the Rate Schedules Residential Gas Service, Commercial Gas Service, and Industrial Gas Service by adding the surcharge rate to each customer's monthly consumption charges as noted in the table below each month for approximately a 12--month period until all approved amounts are collected.

| Rate Schedules | Basis | Rate |
|---|---|---|
| Residential Gas Service | Ccf | $ 0.01843 |
| Commercial Gas Service | Ccf | $ 0.01843 |
| Industrial Gas Service | Ccf | $ 0.01843 |

**3. Docket No. OS-24-00018879 – FASB ASC 740-10 (Fin48) Refund**

Applicable to Customers taking service under Residential, Commercial, Industrial, WAT and Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from Docket No. OS-24-00018879, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-3.1 for the prior fiscal year shall be allocated based on the final class allocations of Docket No. OS-24-00018879, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or - ) due to account for over/under collections. Amounts identified in Schedule FIN48-3.1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in Docket No. OS-24-00018879 shall be refunded to Rate Schedules Residential Gas Service, Commercial Gas Service, Industrial Gas Service and Transportation Service each customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

| Rate Schedules | Rate |
|---|---|
| Residential Gas Service | $ (0.05) |
| Commercial Gas Service | $ (0.19) |
| Industrial Gas Service | $ (6.05) |
| Transportation Service | $ (6.05) |

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| RATE SCHEDULE: | | |
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| **RATE SCHEDULE:** | **RESIDENTIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 26** |

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| **Charge** | **Amount** |
|---|---|
| Customer Charge | $ 16.75 |
| Consumption Charge | $ 0.59685 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR (WTX Cities) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **COMMERCIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 27** |

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 45.00 |
| Consumption Charge | $ 0.38395 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Presumption of Plant Protection Level**
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **INDUSTRIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 28** |

Availability

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 250 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 250 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Monthly Rate

| **Charge** | **Amount** |
|---|---|
| Customer Charge | $750.00 |
| Consumption Charge | $ 0.25624 per Ccf |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider SUR applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Overpull Fee**

Upon notification by Company of an event of interruption or curtailment of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption or curtailment, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

**Replacement Index**

In the event the "midpoint" or "common" price for the WAHA point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **INDUSTRIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 29** |

**Special Conditions**

To receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**Presumption of Plant Protection Level**
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System or the system formerly referred to as the Triangle Distribution System served by the West Texas Division for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand times 365). Load factors will be recalculated once each year to determine appropriate eligibility for the customers taking service under this rate schedule.

Type of Service

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

| Charge | Amount |
|---|---|
| Customer Charge per Meter | $750.00 |
| Consumption Charge | $ 0.25624 per Ccf |

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider SUR applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
To receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

**Applicability**

This Rider is applicable to customer classes as authorized by the state or any governmental entity or regulatory authority pursuant to any statute, order, rule, contract, or agreement. This Rider is subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

**Monthly Calculation**

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

1. **Unprotected Excess Deferred Income Tax Amortization**

As per the settlement of the 2021 WTX Cities RRM (calendar year 2020), a monthly rate reduction reflecting the allocated West Texas Cities' balance of the Unprotected portion of the Excess Deferred Income Taxes ("EDIT") took effect for bills rendered on and after December 1, 2021 and was to remain in effect over a sixty (60) month period. To allow new rates to take effect in Docket No. 00018879 and allow this refund to be fully passed onto customers, the Company shall apply the Unprotected EDIT credit through the Rider SUR beginning on the date the rates established in Docket No. 00018879 become effective for the remainder of the 60-month time period, which will expire on November 30, 2026. The Unprotected EDIT credit refund amount by customer class for each West Texas Cities' customer is shown in the table below:

| Rate Schedules | Rate |
|---|---|
| Residential Gas Service | $ (1.88) |
| Commercial Gas Service | $ (7.22) |
| Industrial Gas Service | $ (648.91) |
| Transportation Service | $ (648.91) |

2. **Docket No. 00018879 – Securitization Interest Expense Recovery**

The following refund as authorized in Docket No. 00018879 shall be refunded to Rate Schedules Residential Gas Service, Commercial Gas Service and Industrial Gas Service to each customer's monthly bill for a period of 1 month. The refund amount for the 1 month period is shown in the table below.

| Rate Schedules | Rate |
|---|---|
| Residential Gas Service | $ (0.02504) |
| Commercial Gas Service | $ (0.02550) |
| Industrial Gas Service | $ 0.04178 |

### 3. Docket No. 00018879 – FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Residential, Commercial, Industrial, WAT and Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from Docket No. OS-24-00018879, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-3.1 for the prior fiscal year shall be allocated based on the final class allocations of Docket No. OS-24-00018879, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or - ) due to account for over/under collections. Amounts identified in Schedule FIN48-3.1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in Docket No. OS-24-00018879 shall be refunded to Rate Schedules Residential Gas Service, Commercial Gas Service, Industrial Gas Service and Transportation Service each customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

| Rate Schedules | Rate |
|---|---|
| Residential Gas Service | $ (0.05) |
| Commercial Gas Service | $ (0.19) |
| Industrial Gas Service | $ (6.05) |
| Transportation Service | $ (6.05) |

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| **RATE SCHEDULE:** | **RESIDENTIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **ALL UNINCORPORATED AREAS IN THE WEST TEXAS DIVISION** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 39** |

Availability

This schedule is applicable to general use by Residential Customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 16.75 |
| Consumption Charge per Ccf | $ 0.59685 |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider SUR (Unincorporated Areas) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

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|---|---|---|
| **RATE SCHEDULE:** | **COMMERCIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **ALL UNINCORPORATED AREAS IN THE WEST TEXAS DIVISION** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 40** |

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 45.00 |
| Consumption Charge per Ccf | $ 0.38395 |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider SUR (Unincorporated Areas) applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Presumption of Plant Protection Level**
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by Company in its sole discretion. If a Customer believes it needs to be modeled at an alternative plant protection volume, it should contact Company at wtx-div-plantprotection@atmosenergy.com.

| RATE SCHEDULE: | INDUSTRIAL GAS SERVICE | |
|---|---|---|
| APPLICABLE TO: | ALL UNINCORPORATED AREAS IN THE WEST TEXAS DIVISION | |
| EFFECTIVE DATE: | Services Rendered on or after 06/01/2025 | PAGE: 41 |

Availability

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 250 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one Meter. Service for Industrial Customers with an MDU equal to or greater than 250 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Monthly Rate

| Charge | Amount |
|---|---|
| Customer Charge | $ 750.00 |
| Consumption Charge per Ccf | $ 0.25624 |

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider SUR applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**Overpull Fee**
Upon notification by Company of an event of interruption or curtailment of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption or curtailment, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

**Replacement Index**
In the event the "midpoint" or "common" price for the WAHA point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Notice**
Service hereunder and the rates for services provided are subject to the orders of Regulatory Authorities having jurisdiction and to Company's Tariff for Gas Service.

**Special Conditions**

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **INDUSTRIAL GAS SERVICE** | |
| **APPLICABLE TO:** | **ALL UNINCORPORATED AREAS IN THE WEST TEXAS DIVISION** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 42** |

To receive service under this Rate Schedule, Customer must have the type of Meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the Meter.

**Presumption of Plant Protection Level**
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by Company in its sole discretion. If a Customer believes it needs to be modeled at an alternative plant protection volume, it should contact Company at wtx-div-plantprotection@atmosenergy.com.

**Application**
Applicable, in the event that Company has entered into a Transportation Agreement, to a Customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System or the system formerly referred to as the Triangle Distribution System served by the West Texas Division for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per Meter.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand times 365). Load factors will be recalculated once each year to determine appropriate eligibility for the customers taking service under this rate schedule.

**Type of Service**
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is a Transport Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and
quantities due under the riders listed below:

| Charge | Amount |
|---|---|
| Customer Charge per Meter | $ 750.00 |
| Consumption Charge per Ccf | $ 0.25624 |

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider SUR (Unincorporated Areas) applies to this schedule.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or MMBtu as necessary to comply with the underlying transportation agreement.

**Imbalance Fees**
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

**Overpull Fee**
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the WAHA point listed in Platts Gas Daily published for the applicable Gas Day in the table entitled "Final Daily Price Survey".

**Replacement Index**
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**
A transportation agreement is required.

**Notice**
Service hereunder and the rates for services provided are subject to the orders of Regulatory Authorities having jurisdiction and to Company's Tariff for Gas Service.

**Special Conditions**
To receive transportation service under this tariff, Customer must have the type of Meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

| RATE SCHEDULE: | SUR - SURCHARGES | |
|---|---|---|
| APPLICABLE TO: | ALL UNINCORPORATED AREAS IN THE WEST TEXAS DIVISION | |
| EFFECTIVE DATE: | Services Rendered on or after 06/01/2025 | PAGE: 45 |

## Application

This Rider is applicable to customer classes as authorized by a Regulatory Authority pursuant to any statute, ordinance, order, rule, contract, or agreement. This Rider is subject to all applicable laws and orders, and Company's rules and regulations on file with the Regulatory Authority.

## Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

1. **Case No. 00006914 – Unprotected Excess Deferred Income Tax Amortization**

The reconciliation and completion of the refund of the unprotected portion of the Excess Deferred Income Taxes ("EDIT") was approved in Docket No. OS-24-00018879 as follows. The balance of the Unprotected portion of the EDIT was approved in Case No. 00006914 to be applied monthly in each of thirty-six (36) months commencing with West Texas Division's bills rendered on or after September 1, 2021. The Rider SUR for EDIT for the unincorporated areas was completed on August 1, 2024. The over and under recovery amount for each customer class will be collected or (refunded) in one (1) month period to reconcile and complete the refund. The surcharge rate by customer class for a one (1) month period (commencing July 1, 2025) is shown in the table below:

| Rate Schedules | Unincorporated Areas |
|---|---|
| Residential Gas Service | $ 0.83 |
| Commercial Gas Service | $ (9.93) |
| Industrial Gas Service | $ (237.48) |
| Transportation Service[1] | $ (237.48) |

Company shall file an annual compliance filing on or before January 31st commencing in 2026, referencing Docket No. OS-24-00018879. The report shall detail the monthly refunds by customer class and provide details of the refund calculation. Reports for the Commission should be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address:

[1] Inclusive of transport service to Rate WAT customers

Compliance Filing
Director of Oversight and Safety Division
Gas Services Dept.
Railroad Commission of Texas
P. O. Box 12967
Austin, TX 78711-2967

**2. Docket No. OS-24-00018879 – Securitization Interest Expense Recovery**

The following surcharge as authorized in Docket No. OS-24-00018879 shall be recovered from the Rate Schedules Residential Gas Service, Commercial Gas Service, and Industrial Gas Service by adding the surcharge rate to each customer's monthly consumption charges as noted in the table below each month for approximately a 12-month period until all approved amounts are collected.

| Rate Schedules | Basis | Rate |
|---|---|---|
| Residential Gas Service | Ccf | $ 0.01843 |
| Commercial Gas Service | Ccf | $ 0.01843 |
| Industrial Gas Service | Ccf | $ 0.01843 |

**3. Docket No. OS-24-00018879 – FASB ASC 740-10 (Fin48) Refund**

Applicable to Customers taking service under Residential, Commercial, Industrial, WAT and Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from Docket No. OS-24-00018879, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-3.1 for the prior fiscal year shall be allocated based on the final class allocations of Docket No. OS-24-00018879, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or - ) due to account for over/under collections. Amounts identified in Schedule FIN48-3.1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in Docket No. OS-24-00018879 shall be refunded to Rate Schedules Residential Gas Service, Commercial Gas Service, Industrial Gas Service and Transportation Service[2] to each customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

| Rate Schedules | Rate |
|---|---|
| Residential Gas Service | $ (0.05) |
| Commercial Gas Service | $ (0.19) |
| Industrial Gas Service | $ (6.05) |
| Transportation Service[3] | $ (6.05) |

Company shall file an annual compliance filing on or before September 1st commencing in 2025. The report referencing Docket No. OS-24-00018879 shall detail the monthly refunds by customer class and provide details of the of the surcharge or refund calculation. Reports for the Commission should be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address:

Compliance Filing
Director of Oversight and Safety Division
Gas Services Dept.
Railroad Commission of Texas
P. O. Box 12967
Austin, TX 78711-2967

[2] Inclusive of transport service to Rate WAT customers
[3] Inclusive of transport service to Rate WAT customers

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **SUR - SURCHARGES** | |
| **APPLICABLE TO:** | **ALL UNINCORPORATED AREAS IN THE WEST TEXAS DIVISION** | |
| **EFFECTIVE DATE:** | **Services Rendered on or after 06/01/2025** | **PAGE: 48** |

### 4. GUD No. 10900 – Recovery of System Safety and Integrity Regulatory Asset

The following surcharge as authorized in Docket No. OS-24-00018879 shall be recovered from the customers formerly served by the West Texas Triangle Division as of October 25, 2024, by adding a volumetric based price surcharge rate to each customer's monthly bill for approximately 72 months, or until amounts are fully recovered, as noted in the table below each month until all approved amounts are collected.

| Customers | Basis | Rate |
|---|---|---|
| Former West Texas Triangle Customers | Mcf | $ 0.01282 |

**Application**
Applicable to Transportation Service provided to West Texas Gas Marketing, LLC; Agritexgas, LP; and Texas Kansas Oklahoma Gas, LLC (Customer(s)) for the transportation of natural gas supplied by Customer to identified Point or Points of Delivery as of the effective date of this rate schedule.

Atmos Energy Corporation, West Texas Division shall identify all Point(s) of Delivery eligible for service under this rate schedule and Customer(s) shall confirm all eligible Point(s) of Delivery within 45 days of receipt of this information from Atmos Energy.

Point(s) of Delivery not identified and confirmed by Customer(s) as eligible for service under this rate schedule may receive transportation service to other Point(s) of Delivery under special contract arrangements between Company and Customer(s). A special contract is required prior to service being furnished at such Point(s) of Delivery.

**Monthly Rate**
Customer's monthly bill will be calculated based on the Monthly Consumption charges to the amounts and quantities due under the Riders listed below. Total Consumption Charges each month will be equal to the Consumption Charge multiplied by the volume of gas delivered to Customer by Company during such month:

| Charge | Amount |
|---|---|
| Consumption | $ 0.62307 per MMBtu |

Upstream Transportation Cost Recovery: The Customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the Customer.

Surcharges: Plus an amount for surcharges calculated in accordance with the riders listed below:

Rider Tax
Rider SUR, as applicable
Pipeline Safety Fee

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or MMBtu as necessary to comply with Customer's underlying transportation agreement.

**Overpull Fee**
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company

200% of the midpoint price for the Waha point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**
In the event the "midpoint" or "common" price for the Waha point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Notice**
Service hereunder and the rates for service provided are subject to the orders of Regulatory Authorities having jurisdiction and to Company's Tariff for Gas Service.

**Special Conditions**
In the event that a Meter at an identified and confirmed Point(s) of Delivery must be replaced, Customer(s) must pay Company all costs associated with the acquisition and installation of the Meter on the Customer's behalf.

| RATE SCHEDULE: | SUR - SURCHARGES | |
|---|---|---|
| APPLICABLE TO: | ALL UNINCORPORATED AREAS IN THE WEST TEXAS DIVISION | |
| EFFECTIVE DATE: | Services Rendered on or after 03/01/2026 | PAGE: 51 |

## Application

This Rider is applicable to customer classes as authorized by a Regulatory Authority pursuant to any statute, ordinance, order, rule, contract, or agreement. This Rider is subject to all applicable laws and orders, and Company's rules and regulations on file with the Regulatory Authority.

## Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

1. **Case No. 00006914 – Unprotected Excess Deferred Income Tax Amortization**

The reconciliation and completion of the refund of the unprotected portion of the Excess Deferred Income Taxes ("EDIT") was approved in Docket No. OS-24-00018879 as follows. The balance of the Unprotected portion of the EDIT was approved in Case No. 00006914 to be applied monthly in each of thirty-six (36) months commencing with West Texas Division's bills rendered on or after September 1, 2021. The Rider SUR for EDIT for the unincorporated areas was completed on August 1, 2024. The over and under recovery amount for each customer class will be collected or (refunded) in one (1) month period to reconcile and complete the refund. The surcharge rate by customer class for a one (1) month period is shown in the table below:

| Rate Schedules | Unincorporated Areas |
|---|---|
| Commercial Gas Service | $ (0.53936) |
| Industrial Gas Service | $ (163.4762) |
| Transportation Service[1] | $ (163.4762) |

[1] Inclusive of transport service to Rate WAT customers

| | | |
|---|---|---|
| RATE SCHEDULE: | | |
| APPLICABLE TO: | | |
| EFFECTIVE DATE: | | PAGE: 52 |

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| | | |
|---|---|---|
| RATE SCHEDULE: | | |
| APPLICABLE TO: | | |
| EFFECTIVE DATE: | | PAGE: 53 |

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Application

Gas bills issued under rate schedules to which this Rider applies will include adjustments to reflect decreases or increases in purchased gas costs or taxes, and the amount of gas cost attributable to the Customer Rate Relief Charge. The Customer Rate Relief Charge is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code § 171.1011. Accumulated Deferred Gas Costs shall also be adjusted for gas cost amounts which are uncollectible. Any such adjustments shall be filed with the appropriate regulatory authority before the beginning of the month in which the adjustment will be applied to bills. The amount of each adjustment shall be computed as follows:

Gas Cost Adjustment (GCA)

The GCA to be applied to each Ccf billed shall be computed as follows and rounded to the nearest $0.01:

GCA= (G/S + CF + CRR)

Where:
1. "G", in dollars, is the expected cost of gas for the expected sales billing units.

2. "S", in Ccf as measured at local atmospheric pressure, is the expected sales billing units to be billed to customers in the respective section of the Company's West Texas Division.

3. "CF", in $/Ccf as measured at local atmospheric pressure, is a correction factor charge per Ccf to adjust for the cumulative monthly differences between the cost of gas purchased by the Company and the amount of gas cost billed the customer plus any gas cost which is uncollectible.

More specifically, CF shall be calculated as follows:

CF = (a/b) + (c/b)

a = over (under) collection dollar amount for the 12 month period ending September.

b = expected estimated sales volumes for the future 12 month period ending November.

c = net uncollectible gas cost, that is:

(uncollectible gas cost for the previous 12 months ended September) – (subsequently collected gas cost for the previous 12 months ended September)

4. Customer Rate Relief Charge (CRR) = A non-by-passable charge as defined in Texas Utilities Code § 104.362(7) and the West Texas Division Customer Rate Relief Rate Schedule.

Once a year, on a 12 months ended June basis, the Company shall review the percentage of lost and unaccounted for gas. If this percentage exceeds 5% of the amount metered in, the correcting account balance will be reduced so that the customer will effectively be charged a maximum of 5% for lost and unaccounted for gas and the Company will absorb the excess.

Applicable to all Sales Customers of Atmos Energy Corporation's West Texas Division for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas (Commission) in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Case No. OS-21-00007061.

## A. ABBREVIATIONS AND DEFINITIONS

1) Authority - The Texas Public Finance Authority, together with any successor to its duties and functions.

2) Bonds or Customer Rate Relief ("CRR") Bonds - The "Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023" and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

4) Central Servicer - The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

5) Commission - The Railroad Commission of Texas, including its staff or delegate.

6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

8) CRR Scheduled Adjustment Date – January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date the Bonds so as to reflect the terms of the Servicing Agreement.

9) Customer Rate Relief ("CRR") Charge - A nonbypassable charge as defined in Tex. Util. Code § 104.362(7).

10) Financing Order - The order adopted under Tex. Util. Code § 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

11) Gas Utility – Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells naturals gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code § 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area.

12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code § 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Gov't Code § 1232.1072.

14) Large Participating Gas Utility - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer

annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divesture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

16) Normalized Sales Volumes –

a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, *Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm*. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin' M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc.[1]; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a

[1] Summit Utilities Arkansas, Inc. is the Successor Utility of CenterPoint Energy Arkla as of January 10, 2022.

Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

18) Sales Customer(s) – All active customers taking service under a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

**B. APPLICABILITY**

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected from all Sales Customers served by Atmos Energy Corporation's West Texas Division under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

**C. TERM**

This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and nonbypassable.

**D. SALES CUSTOMERS**

For the purposes of billing the CRR Charges, all Atmos Energy Corporation, West Texas Division Sales Customers shall be assessed the uniform volumetric charge identified below.

**E. CRR CHARGE**

The CRR Charge will be a monthly volumetric rate of $ 0.1200/Ccf. The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true- up adjustment procedure. The CRR Charge shall be included in all Participating Gas Utilities' Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

**F. DETERMINATION OF CUSTOMER RATE RELIEF CHARGE**

The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

| **Step 1: Determination of Normalized Sales Volumes** |
|---|
| **(A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)** |
| **(B) Assumed % of uncollectible sales** |
| **(C) Total Normalized Sales Volumes Billed and Collected:** ***(A * (1 – B ))*** |

*For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.*

| **Step 2: Determination of CRR Charge** |
|---|
| **(D) Total CRR Charge Rate Revenue Requirement for Applicable Period** |
| **(E) CRR Charge per Normalized Sales Volumes (Mcf):** ***(D / C)*** |
| *Thereof: CRR Charge for Sales Customers* |

**G. CRR CHARGE TRUE-UP**

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet

other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

**H. CRR CHARGE TRUE-UP PROCEDURE**

Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over- collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12)

months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

## I. TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code § 171.1011.

**ATMOS ENERGY CORPORATION**

**WEST TEXAS DISTRIBUTION SYSTEM**

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **WEST TEXAS DIVISION WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER** | |
| **APPLICABLE TO:** | **ALL AREAS IN THE WEST TEXAS DIVISION** | |
| **EFFECTIVE DATE:** | **Bills Rendered on and after 10/01/2012** | **PAGE: 62** |

Provisions for Adjustment

The base rate per Ccf (100,000 Btu) for gas service set forth in any Rate Schedules utilized in all cities in the West Texas Division or their environs for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, commercial, public authority, and state institution bills based on meters read during the revenue months of October through May.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

| | |
|---|---|
| | |
| WNAF i | R i (HSF i (NDD-ADD) ) / = (BL i + (HSF i x ADD ) |
| Where | |
| i | = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification |
| | |
| WNAF i | = Weather Normalization Adjustment Factor for the $i^{th}$ rate schedule or classification expressed in cents per Ccf |
| | |
| R i | = base rate of temperature sensitive sales for the $i^{th}$ schedule or classification utilized |
| | |
| HSF i | = heat sensitive factor for the $i^{th}$ schedule or classification divided by the average bill count in that class |
| | |
| NDD i | = billing cycle normal heating degree days |
| | |
| ADD i | = billing cycle actual heating degree days |
| | |
| BL i | = base load sales for the $i^{th}$ schedule or Classification divided by the average bill count in that class |

The Weather Normalization Adjustment for the $j^{th}$ customer in $i^{th}$ rate schedule is computed as:

| | |
|---|---|
| WNA i | WNAF i x qii<br>Where qii is the relevant sales quantity for the $j^{th}$<br>Customer in $i^{th}$ rate schedule |

| | | |
|---|---|---|
| **RIDER:** | **FF – FRANCHISE FEE ADJUSTMENT** | |
| **APPLICABLE TO:** | **ALL AREAS IN THE WEST TEXAS DIVISION** | |
| **EFFECTIVE DATE:** | **Bills Rendered on and after 10/01/2012** | **PAGE: 63** |

**Application**

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer. Franchise Fees to be assessed solely to customers within the municipal limits. This does not apply to Environs customers.

**Monthly Adjustment**

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

From time to time, Company will make further adjustments to Customer's bill to account for any over- or under-recovery of municipal franchise fees by Company.

**Application**

Applicable to customer classes as authorized by Regulatory Authorities pursuant to any statute, ordinance, order, rule, contract, or agreement.

1. **State Gross Receipts Taxes**

**Applicability – All Areas in the West Texas Division ("WTX")**

Applicable to Residential, Commercial, Industrial, and WAT customers to the extent of state gross receipts taxes only.

Each monthly bill shall be adjusted for state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. **<u>Federal or State Tax Law or Rate Changes:</u>**

**Applicability – All Areas in the West Texas Division ("WTX")**

Applicable to Customers taking service under Residential, Commercial, Industrial, WAT and Transportation.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, WTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the Commission issues a Final Order, an Accounting Order, or other express guidance authorizing such recovery.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the base revenue requirement in Docket No. OS-24-00018879 unless and until the Commission issues a Final Order, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the Commission through an Accounting Order, Final Order or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

prescribed by an Accounting Order, Final Order, or other express guidance, and those contained in this rate schedule, the Accounting Order, Final Order, or other express guidance controls:

**Calculations**

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

    a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
    b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
    c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

    d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in Docket No. OS-24-00018879, any change in rates shall be calculated as follows:

(a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in Company's most recent base rate case proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

(b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent base rate case proceeding.

(c) The methodology for computing Company's CAMT is as follows:

i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be WTX's CAMT DTA in the tariff.

ii. Calculate the West Texas Division's (WTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. WTX's AFSI is calculated by adjusting WTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

iii. Compare WTX's CAMT stand-alone amount with WTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to WTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the West Texas Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in Docket No. OS-24-00018879, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

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| Title 16 | Economic Regulation |
| Part 1 | Railroad Commission Of Texas |
| Chapter 8 | Pipeline Safety Regulations |
| Subchapter C | Requirements For Natural Gas Pipelines Only |

**Rule §8.201 Pipeline Safety Program Fees**

a) Application of fees. Pursuant to Texas Utilities Code, §121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.

(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of $1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.

(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the $1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.

(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.

(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:

(A) shall be a flat rate, one-time surcharge;
(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;
(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;
(D) shall not exceed $1.00 per service or service line; and
(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, §101.003.

(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:

(A) the pipeline safety and regulatory program fee amount paid to the Commission;
(B) the unit rate and total amount of the surcharge billed to each customer;
(C) the date or dates on which the surcharge was billed to customers; and
(D) the total amount collected from customers from the surcharge.

(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of §7.315 of this title, relating to Filing of Tariffs.

(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.

(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of $100 per master meter system.

(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of $100 per master meter system no later than June 30 of each year.

(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.

(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.

(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:

(A) the pipeline safety and regulatory program fee amount paid to the Commission;
(B) the unit rate and total amount of the surcharge billed to each customer;
(C) the date or dates on which the surcharge was billed to customers; and
(D) the total amount collected from customers from the surcharge.

(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.

**Source Note:** The provisions of this §8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663 ; amended to be effective November 11, 2013, 38 TexReg 7947

For Gas Service to residential, commercial, and industrial sales customers, the following minimum service standards shall be applicable in the unincorporated areas served by Company. For the purposes of this rate schedule, Company may be referred to as the "utility". In addition, these minimum service standards shall also be applicable to residential, commercial, and industrial customers within incorporated areas served by the utility, but only to the extent that the minimum service standards do not conflict with, supersede, or replace a provision of quality of service standards lawfully established currently or in the future within a particular municipality for a gas distribution utility. The utility shall file service rules incorporating said minimum service standards with the Railroad Commission and with the applicable municipalities in the manner prescribed by law.

1. Continuity of Service

(A) Service Interruptions

i. The utility shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the utility shall reestablish service within the shortest possible time consistent with prudent operating principles so that the smallest number of customers are affected.

ii. The utility shall make reasonable provisions to meet emergencies resulting from failure of service and shall issue instructions to its employees covering procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

iii. In the event of national emergency or local disaster resulting in disruption of normal service, the utility may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

iv. Curtailment of gas service will be done in accordance with Texas Administrative Code Title 16, Part 1, Chapter 7, Subchapter D, Rule §7.455 Curtailment Standards. When notified by the utility, the customer will curtail gas service. In the event of any curtailment, utility personnel may physically turn off or restrict gas deliveries and only utility personnel will thereafter be permitted to restore gas service. Customer assumes any and all risk and will indemnify the utility against all damages, losses and expenses resulting from a curtailment of gas service under the utility's authorized curtailment program, except to the extent such damages, losses, and/or expenses result from the gross negligence of the utility.

(B) Record of interruption. Except for momentary interruptions which do not cause a major disruption of service, the utility shall keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause of interruptions, date, time duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent reoccurrence.

(C) Report to the Commission. The Commission shall be notified in writing within 48 hours of interruptions in service affecting the entire system or any major division thereof, lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is otherwise reported to the Commission (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

2. Customer Relations

(A) Information to Customers. The utility shall:

i. maintain a current set of maps showing the physical locations of its facilities. All distribution facilities will be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the regulatory authority, shall be kept by the utility in a central location and will be available for inspection by the regulatory authority during normal working hours. Each business office or service center shall have available up-to-date maps, plans, or records of its immediate area, with such other information as may be necessary to enable the utility to advise applicants and others entitled to the information as to the facilities available for serving the locality;

ii. assist Customer or Applicant in selecting the most economical rate schedule;

iii. in compliance with applicable law or regulations, notify Customers affected by a change in rates or schedule or classification;

iv. post a notice in a conspicuous place in each business office of the utility where applications for service are received, and on the utility’s website for areas in which there is no such business office, informing the public that copies of the rate schedules and rules relating to the service of the utility as filed with the Commission are available for inspection;

v. upon request, inform Customers as to the method of reading meters;

vi. provide to new Customers, at the time service is initiated or as an insert in the first billing, a pamphlet or information packet containing the following information. This information shall be provided in English and Spanish as necessary to adequately inform Customers; provided, however, the regulatory authority upon application and a showing of good cause may exempt the utility from the requirement that the information be provided in Spanish:

1. Customer's right to information concerning rates and services and Customer's right to inspect or obtain at reproduction cost a copy of the applicable tariffs and service rules;

2. Customer's right to have his or her meter checked without charge under paragraph (7) of this section, if applicable;

3. the time allowed to pay outstanding bills;

4. grounds for termination of service;

5. the steps the utility must take before terminating service;

6. how Customer can resolve billing disputes with the utility and how disputes and health emergencies may affect termination of service;

2. Customer Relations (continued)

7. information on alternative payment plans offered by the utility;

8. the steps necessary to have service reconnected after involuntary termination;

9. the appropriate regulatory authority with whom to register a complaint and how to contact such authority;

10. the hours, addresses, and telephone numbers of utility offices where bills may be paid, and information may be obtained and a toll-free number and website where such information may be obtained for areas in which there are no such utility offices; and

11. Customer's right to be instructed by the utility how to read his or her meter.

vii. at least once each calendar year, notify Customers that information is available upon request, at no charge to the customer, concerning the items listed in clause (vi)(1)-(11) of this subsection. This notice may be accomplished by use of a billing insert or a printed statement upon the bill itself.

(B) Customer complaints. Upon complaint to the utility by residential, commercial, or industrial sales customers either at its office, by letter, or by telephone, the utility shall promptly make a suitable investigation and advise the complainant of the results thereof. The utility shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof for a period of one year subsequent to the final disposition of the complaint.

(C) Utility response. Upon receipt of a complaint, either by letter or by telephone, from the regulatory authority on behalf of a Customer, the utility shall make a suitable investigation and advise the regulatory authority and complainant of the results thereof. An initial response will be made by the next working day. The utility must make a final and complete response within 15 days from the date of receipt by Company of the complaint, unless additional time is granted within the 15-day period. The Commission encourages all Customer complaints to be made in writing to assist the regulatory authority in maintaining records of the quality of service of each utility; however, telephone communications will be acceptable.

(D) Deferred payment plan. The utility is encouraged to offer a deferred payment plan for delinquent residential accounts. If such a plan is offered, it will conform to the following guidelines:

i. Every deferred payment plan entered into due to the Customer's inability to pay the outstanding bill in full must provide that service will not be discontinued if the Customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.

2. Customer Relations (continued)

ii. For purposes of determining reasonableness under these rules, the following shall be considered: size of delinquent account; Customer's ability to pay; Customer's payment history; time that the debt has been outstanding; reasons why debt has been outstanding; and other relevant factors concerning the circumstances of the Customer.

iii. A deferred payment plan, if reduced to writing, offered by the utility shall state, immediately preceding the space provided for the Customer's signature and in bold-face print at least two sizes larger than any other used, that: "If you are not satisfied with this agreement, do not sign. If you are satisfied with this agreement, you give up your right to dispute the amount due under the agreement except for the utility's failure or refusal to comply with the terms of this agreement."

iv. A deferred payment plan may include a one-time 5.0% penalty for late payment on the original amount of the outstanding bill with no prompt payment discount allowed except in cases where the outstanding bill is unusually high as a result of the utility's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan will not include a finance charge.

v. If a Customer for utility service has not fulfilled terms of a deferred payment agreement or refuses to sign the same if it is reduced to writing, the utility shall have the right to disconnect pursuant to disconnection rules herein, and under such circumstances, it shall not be required to offer a subsequent negotiation of a deferred payment agreement prior to disconnection.

vi. Any utility which institutes a deferred payment plan shall not refuse a Customer participation in such a program on the basis of race, color, creed, sex, marital status, age, or any other form of discrimination prohibited by law.

(E) Delayed payment of bills by elderly persons.

i. Applicability. This subparagraph applies only to:

1. a utility that assesses late payment charges to residential customers and that suspends service before the 26th day after the date of the bill for which collection action is taken;

2. utility bills issued on or after August 30, 1993; and

3. an elderly person, as defined in clause (ii) of this subparagraph, who is a residential customer and who occupies the entire premises for which a delay is requested.

ii. Definitions.

1. Elderly person – A person who is 60 years of age or older

2. Utility – A gas utility or municipally owned utility as defined in Texas Utilities Code, Sections 101.003(7), 101.003(8), and 121.001 – 121.006.

2. Customer Relations (continued)

iii. An elderly person may request that the utility implement the delay for either the most recent utility bill or for the most recent utility bill and each subsequent utility bill.

iv. On request of an elderly person, a utility shall delay without penalty the payment date of a bill for providing utility services to that person until the 25th day after the date on which the bill is issued.

v. The utility may require the requesting person to present reasonable proof that the person is 60 years of age or older.

vi. Every utility shall notify its customers of this delayed payment option no less often than yearly. A utility may include this notice with other information provided pursuant to subparagraph (A) of this paragraph.

(F) Budget Billing - The utility offers an optional budget billing plan to moderate seasonal differences in customer bills. The details of the plan are published on the utility's website.

3. Refusal of Service

(A) Compliance by Applicant. Any utility may decline to serve an Applicant for whom service is available from previously installed facilities until such Applicant has complied with state and municipal regulations and approved rules and regulations of the utility on file with the Commission governing the service applied for or for any of the following reasons:

i. Applicant's facilities inadequate. If the Applicant's installation or equipment is known to be, is found to be, or exists in a state that indicates it may be hazardous, unsafe, or of such character that satisfactory service cannot be given.

ii. For indebtedness. If the Applicant is indebted to any utility for the same kind of service as that applied for; provided, however, that in the event the indebtedness of the Applicant for service is in dispute, the Applicant shall be served upon complying with the applicable deposit requirement.

iii. Refusal to make deposit. For refusal to make a deposit if Applicant is required to make a deposit under these rules.

iv. Violation of utility's rules. Any violation of utility's rules, including any use of natural gas in violation of such.

v. Access Refused. If Company's representatives are refused access to Applicant's premises for any lawful purpose.

vi. Misuse of Company property. In the event any of Company's property on the premises is tampered with, damaged, or destroyed.

Refusal of service shall be in addition to, and not in lieu of, any other rights, remedies, or limitation of liability available to the utility.

(B) Applicant's recourse. In the event that the utility shall refuse to serve an Applicant under the provisions of these rules, the utility must inform the Applicant of the basis of its refusal and that the applicant may file a complaint with the municipal regulatory authority or commission, whichever is appropriate.

(C) Insufficient grounds for refusal to serve. The following do not constitute sufficient cause for refusal of service to a present Customer or Applicant:

i. Delinquency in payment for service by a previous occupant of the premises to be served.

ii. Failure to pay for merchandise or charges for non-utility service purchased from the utility.

iii. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six months prior to the date of application;

iv. Violation of Atmos Energy, West Texas Division' rules pertaining to operating of nonstandard equipment or unauthorized attachments which interfere with the service of others unless the customer has first been notified and been afforded reasonable opportunity to comply with these rules. [Please see 4(D)(ii) below]

v. Failure to pay a bill of another customer as guarantor thereof unless the guaranty was made in writing to the utility as a condition precedent to service; and

3. Refusal of Service

vi. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

4. Discontinuance of Service

(A) The due date of the bill for utility service will not be less than 15 days after issuance, or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

(B) A utility may offer an inducement for prompt payment of bills to residential and commercial customers by allowing a discount in the amount of 5.0% for payment of bills within 10 days after their issuance. This provision shall not apply where it conflicts with existing orders or ordinances of the appropriate regulatory authority.

(C) A Customer's utility service may be disconnected if the bill has not been paid or a deferred payment plan pursuant to paragraph (2)(D) above has not been entered into within five (5) working days after the bill has become delinquent and proper notice has been given. Proper notice consists of a deposit in the United States mail, postage prepaid, or hand delivery to the customer at least five (5) working days prior to the stated date of disconnection, with the words "Termination Notice" or similar language prominently displayed on the notice. The notice will be provided in English and Spanish as necessary to adequately inform the Customer, and shall include the date of termination, the hours, address, and telephone number where payment may be made, and a statement that if a health or other emergency exists, the utility may be contacted concerning the nature of the emergency and the relief available, if any, to meet such emergency.

(D) Utility service may be disconnected for any of the following reasons:

i. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment plan for installment payment of a delinquent account.

ii. Violation of the utility's rules pertaining to the use of service in any manner, including but not limited to conduct that interferes with the service provided to the Customer, or the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided a reasonable opportunity to remedy the situation.

iii. Failure to comply with the deposit or guarantee arrangements where required by paragraph (5) of this subsection.

iv. Without notice where a known dangerous condition exists, for as long as the condition exists.

v. Tampering with, damaging, or destroying Company's property on the premises, including Company's meter or equipment or bypassing the same.

vi. Use of gas in violation of Company's rules or terms of service, or any applicable law, ordinance, or regulations;

vii. Company representatives are refused access to Customer's premises or property for any lawful purpose including, but not limited to, the inspection, maintenance, monitoring, or repair of Company's facilities;

viii. The premises are vacated;

4. Discontinuance of Service

ix. Fraudulent conduct or misrepresentation in relation to the consumption of gas account information, or any other fraud practiced by Customer or anyone acting on behalf of Customer regarding the gas service provided by Company;

x. Actions or conduct by Customer or anyone acting on behalf of Customer that, in the sole discretion of Company, create a needless or unreasonable safety condition for Customer or others, including, but not limited to, Company's employees or representatives (including contractors), and/or Company's system.

(E) Discontinuance of service shall be in addition to, and not in lieu of, any other rights, liability limitations, or remedies available to the utility. Utility service may not be disconnected for any of the following reasons:

i. Delinquency in payment for service by a previous occupant of the premises.

ii. Failure to pay for merchandise or charges for non-utility service by the utility.

iii. Failure to pay for a different type or class of utility service unless fee for such service is included on same bill.

iv. Failure to pay the account of another customer as guarantor thereof, unless the utility has in writing the guarantee as a condition precedent to service.

v. Failure to pay charges arising from an under billing occurring due to any misapplication of rates more than six months prior to the current billings.

vi. Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due.

vii. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the utility was unable to read the meter due to circumstances beyond its control.

(F) Unless a dangerous condition exists, or unless the Customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the utility are not available to the public for the purpose of making collections and reconnecting service.

(G) No utility may abandon a residential or commercial customer without written approval from the regulatory authority. Company will comply with Commission Rule 7.465.

(H) No utility may discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if the service is discontinued. Any Customer seeking to avoid termination of service under this section must make a written request supported by a written statement from a licensed physician. Both the request and the statement must be received by the utility not more than five (5) working days after the date of delinquency of the bill. The prohibition against service termination provided by this section will last twenty (20) days from the date of receipt by the utility of the request and statement or such lesser period as may be agreed upon by the utility and the Customer. The Customer who makes such request shall sign an installment agreement which provides for payment of such service along with timely payments for subsequent monthly billings.

4. Discontinuance of Service

(I) Suspension of Gas Utility Service Disconnection during an Extreme Weather Emergency

i. Applicability and scope. This rule applies to gas utilities, as defined in Texas Utilities Code, §101.003(7) and §121.001, and to owners, operators, and managers of mobile home parks or apartment houses who purchase natural gas through a master meter for delivery to a dwelling unit in a mobile home park or apartment house, pursuant to Texas Utilities Code, §§124.001-124.002, within the jurisdiction of the Railroad Commission pursuant to Texas Utilities Code, §102.001. For purposes of this section, all such gas utilities and owners, operators and managers of master meter systems shall be referred to as "providers." Providers shall comply with the following service standards. A gas distribution utility shall file amended service rules incorporating these standards with the Railroad Commission in the manner prescribed by law.

ii. Disconnection prohibited. Except where there is a known dangerous condition or a use of natural gas service in a manner that is dangerous or unreasonably interferes with service to others, a provider shall not disconnect natural gas service to:

1. a delinquent residential customer during an extreme weather emergency. An extreme weather emergency means a day when the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Station for the county where the customer takes service.

2. a delinquent residential customer for a billing period in which the provider receives a written pledge, letter of intent, purchase order, or other written notification from an energy assistance provider that it is forwarding sufficient payment to continue service; or

3. a delinquent residential customer on a weekend day, unless personnel or agents of the provider are available for the purpose of receiving payment or making collections and reconnecting service.

iii. Payment plans. Providers shall defer collection of the full payment of bills that are due during an extreme weather emergency until after the emergency is over and shall work with customers to establish a payment schedule for deferred bills as set forth in paragraph (2)(D) of §7.45 of this title, relating to Quality of Service.

iv. Notice. Beginning in the September or October billing periods utilities and owners, operators, or managers of master metered systems shall give notice as follows:

1. Each utility shall provide a copy of this rule to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the utility's service area.

2. Each utility shall provide a copy of this rule to any other social service agency of which the provider is aware that provides financial assistance to low income customers in the utility's service area.

3. Each utility shall provide a copy of this rule to all residential customers of the utility and customers who are owners, operators, or managers of master metered systems.

4. Owners, operators, or managers of master metered systems shall provide a copy of this rule to all of their customers.

4. Discontinuance of Service

(J) In addition to the minimum standards specified in this section, providers may adopt additional or alternative requirements if the provider files a tariff with the Commission pursuant to §7.315 of this title (relating to Filing of Tariffs). The Commission shall review the tariff to ensure that at least the minimum standards of this section are met.

5. Applicant Deposit

(A) Establishment of credit for residential applicants. The utility may require a residential applicant for service to satisfactorily establish credit but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Subject to these rules, a residential applicant shall not be required to pay a deposit:

i. if the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account and during the last 12 consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment.

ii. if the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for other service required; or

iii. if the residential applicant furnishes in writing a satisfactory credit rating by appropriate means, including but not limited to the production of valid, generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or ownership of substantial equity.

(B) Reestablishment of credit. Every applicant who has previously been a customer of the utility and whose service has been discontinued for nonpayment of bills shall be required before service is rendered to pay a connect charge plus all his or her amounts due to the utility or execute a written deferred payment agreement, if offered, and reestablish credit as provided in subparagraph (A) of this paragraph.

(C) Amount of deposit and interest for residential service, and exemption from deposit.

i. The utility shall waive any deposit requirement for residential service for an applicant who has been determined to be a victim of family violence as defined in Texas Family Code, Section 71.004, by a family violence center, by treating medical personnel, by law enforcement agency personnel, or by a designee of the Attorney General in the Crime Victim Services Division of the Office of the Attorney General. This determination shall be evidenced by the applicant's submission of a certification letter developed by the Texas Council on Family Violence and made available on its website.

ii. The required deposit will not exceed an amount equivalent to one-sixth of the estimated annual billings. If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within two days. If such additional deposit is not made, the utility may disconnect service under the standard disconnection procedure for failure to comply with deposit requirements. In the absence of billing history, the default deposit amount is $90.00.

5. Applicant Deposit (continued)

iii. All applicants for residential service who are 65 years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the utility or another utility for the same utility service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.

iv. Each utility which requires deposits to be made by its customers shall pay a minimum interest on such deposits according to the rate as established by law. If refund of deposit is made within 30 days of receipt of deposit, no interest payment is required. If the utility retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

1. Payment of interest to the customer will be annually or at the time the deposit is returned or credited to the customer's account.

2. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

(D) Deposits for temporary or seasonal service and for weekend or seasonal residences. The utility may require a deposit from commercial or industrial customer sufficient to reasonably protect it against the assumed risk, provided such a policy is applied in a uniform and nondiscriminatory manner.

(E) Records of deposits.

i. The utility shall keep records to show:

1. the name and address of each depositor;

2. the amount and date of the deposit; and

3. each transaction concerning the deposit.

ii. The Utility shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

iii. A record of each unclaimed deposit will be maintained for at least four years, during which time the utility will make a reasonable effort to return the deposit.

(F) Refund of deposit.

i. If service is not connected or after disconnection of service, the utility shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. The transfer of service from one premise to another within the service area of the utility shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.

5. Applicant Deposit (continued)

ii. When the customer has paid bills for service for 12 consecutive residential bills without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent and when the customer is not delinquent in the payment of the current bills, the utility shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's account.

(G) Upon sale or transfer of utility or company. Upon the sale or transfer of any public utility or operating units thereof, the seller shall file with the Commission under oath, in addition to other information, a list showing the names and addresses of all customers served by such utility or unit who have to their credit a deposit, the date such deposit was made, the amount thereof, and the unpaid interest thereon.

(H) Complaint by applicant or customer. The utility shall direct its personnel engaged in initial contact with an applicant or customer for service seeking to establish or reestablish credit under the provisions of these rules to inform the customer, if dissatisfaction is expressed with the utility's decision, of the customer's right to file a complaint with the regulatory authority.

6. Billing

(A) Bills for gas service will be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills will be rendered as promptly as possible following the reading of meters.

(B) The customer's bill must show all the following information. The information must be arranged and displayed in such a manner as to allow the customer to compute his or her bill with the applicable rate schedule. The applicable rate schedule must be mailed to the customer on request of the customer.

i. If the meter is read by the utility, the date and reading of the meter at the beginning and end of the period for which rendered.

ii. The number and kind of units billed.

iii. The applicable rate schedule title or code.

iv. The total base bill.

v. The total of any adjustments to the base bill and the amount of adjustments per billing unit.

vi. The date by which the customer must pay the bill to get prompt payment discount, if applicable.

vii. The total amount due before and after any discount for prompt payment, if applicable, within a designated period.

viii. A distinct marking to identify an estimated bill.

6. Billing (continued)

(C) Where there is a good reason for doing so, estimated bills may be submitted, provided that an actual meter reading is taken at least every six months. For the second consecutive month in which the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read otherwise, the utility must provide the customers with a postcard, or allow the submission of a digital photo, and request that the customer read the meter and return the card or digital photo to the utility if the meter is of a type that can be read by the customer without significant inconvenience or special tools or equipment. If such a postcard or digital photo is not received by the utility in time for billing, the utility may estimate the meter reading and render the bill accordingly.

(D) Disputed bills.

i. In the event of a dispute between the customer and the utility regarding the bill, the utility must forthwith make such investigation as is required by the particular case and report the results thereof to the customer. If the customer wishes to obtain the benefits of clause (ii) of this subparagraph, notification of the dispute must be given to the utility prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the utility will inform the customer of the complaint procedures of the appropriate regulatory authority.

ii. Notwithstanding any other subsection of this section, the customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average usage for the billing period at current rates until the earlier of the following: resolution of the dispute or the expiration of the 60-day period beginning on the day the disputed bill is issued. For purposes of this section only, the customer's average usage for the billing period shall be the average of the customer's usage for the same billing period during the preceding two years. Where no previous usage history exists, the average usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

7. Meters and Facilities

(A) Meter requirements.

i. Use of meter. All gas sold by a utility must be charged for by meter measurements, except where otherwise provided for by applicable law, regulation of the regulatory authority, or tariff.

ii. Installation by utility. Unless otherwise authorized by the regulatory authority, the utility must provide and install and continue to own and maintain all meters necessary for measurement of gas delivered to its residential and commercial customers. Company has the right to install any meter or meters it deems in its sole discretion to be necessary or prudent, including without limitation, a digital, automated meter reading, automated metering infrastructure, or advanced metering systems meter or meters.

iii. Standard type. No utility may furnish, set up, or put in use any meter which is not reliable and of a standard type which meets generally accepted industry standards; provided, however, special meters not necessarily conforming to such standard types may be used for investigation, testing, or experimental purposes.

iv. Access to premises and access to Company-owned meters, service lines, equipment, and all necessary property rights to install, operate, monitor, and maintain such equipment which may be necessary or convenient for the installation and/or provision of Gas Service by Company to Customer Atmos Energy, West Texas Division' and any authorized Company representatives shall have the right at all reasonable hours to enter upon the premises and property of a Customer or any adjacent property owned by Customer to read a Company owned meter, to remove, to inspect, or to make necessary repairs and adjustments to, replacements of, or additions to service lines, meter loop, and any current or future property, equipment, facilities, or systems of Company located thereon, and for any other purpose connected with the Company's operation and supply of natural gas. The Atmos Energy, West Texas Division representative shall have the right at all times to enter upon the premises and property of Customer in emergencies pertaining to Company's service, operation, or any other activity. All animals which might hinder the performance of such operations on the customer's property shall be kept away from such operations by Customer upon notice by Atmos Energy, West Texas Division' representatives of their intention to enter upon the customer's premises.

(B) Meter records. The utility must keep the following records:

i. Meter equipment records. The utility must keep a record of all of its meters, showing the customer's address and the date of the last test.

ii. Records of meter tests. All meter tests must be properly referenced to the meter record provided for therein. The record of each test made on request of a customer must show the identifying number and constants of the meter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.

iii. Meter readings–meter unit location. In general, each meter must indicate clearly the units of service for which charge is made to the customer.

7. Meters and Facilities (continued)

iv. Meter tests on request of customer.

(I) The utility must, upon request of a customer, make a test of the accuracy of the meter serving that customer. The utility must inform the customer of the time and place of the test and permit the customer or his authorized representative to be present if the customer so desires. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge. If such a test has been performed for the same customer at the same location within the previous four years, the utility is entitled to charge a fee for the test not to exceed $15 or such other fee for the testing of meters as may be set forth in the utility's tariff properly on file with the regulatory authority. The customer must be properly informed of the result of any test on a meter that serves him or her.

(II) Notwithstanding subclause (I) of this clause, if the meter is found to be more than normally defective, to either the customer's or the utility's disadvantage, any fee charged for the meter test will be refunded to the customer. More than nominally defective means a deviation of more than 2.0% from accurate registration for residential and commercial customers and 1% for industrial customers.

v. Bill adjustments due to meter or systematic errors.

(I) If any meter test reveals a meter to be more than nominally defective, the utility must correct previous readings consistent with the inaccuracy found in the meter or within the billing system for the period of either:

(a) the last six months; or

(b) the last test of the meter, whichever is shorter. Any resulting underbillings or overbillings is to be corrected in subsequent bills, unless service is terminated, in which event a monetary adjustment to be made. This requirement for a correction may be foregone by the utility if the error is to the utility's disadvantage.

(II) If a meter is found not to register for any period of time, the utility may make a charge for units used but not metered for a period not to exceed three months previous to the time the meter is found not to be registering. The determination of amounts used but not metered is to be based on consumption during other like periods by the same customer at the same location, when available, and on consumption under similar conditions at the same location or of other similarly situated customers, when not available.

8. New Construction

(A) Standards of construction. The utilities is to construct, install, operate, and maintain its plant, structures, equipment, and lines in accordance with the provisions of such codes and standards as are generally accepted by the industry, as modified by rule or regulation of the regulatory authority or otherwise by law and in such manner to best accommodate the public and to prevent interference with service furnished by other public utilities insofar as practical.

(B) Line extension and construction charge policy. In the absence of a line extension policy specific to a city franchise agreement, the following policy shall apply.

The utility, shall be required to extend distribution mains in any Public Rights-of-Way up to seventy-five feet (75') to provide new or additional service requested by any one residential or commercial customer so long as such extension is operationally feasible. To the extent the gas main extension would exceed seventy-five (75'), it shall be made only upon execution of a special agreement providing reimbursement to the utility for the cost of the necessary gas main extension. For industrial customers, gas main extensions of any length shall only be made upon execution of a special agreement providing for agreed upon reimbursement to the utility for cost of the necessary gas main extension.

The applicable provisions of city franchise agreements, which set forth line extension and construction charge policies that differ from the above policy are on file with the applicable municipality.

The utility reserves the sole discretion to designate the routes of all new extensions and the construction materials and manner of fabrication and installation. The utility, on a consistent and non-discriminatory basis, may provide refunds, credits or security releases based upon factors such as additional customers subsequently attaching, the level of sales experiences through the new facility, or other criteria chosen by the utility. The utility may apply similar cost responsibility and arrangements to a customer requesting an increase in the capacity of existing facilities to accommodate an increase in the customer's service requirements. In no event will contribution in aid of construction be required of any customer unless provided for in this extension policy.

(C) Response to request for service. Every gas utility must serve each qualified applicant for residential or commercial service within its service area as rapidly as practical. As a general policy, those applications not involving line extensions or new facilities should be filled within seven working days. Those applications for individual residential or commercial service requiring line extensions should be filled within 90 days unless unavailability of materials or other causes beyond the control of the utility result in unavoidable delays. In the event that residential or commercial service is delayed in excess of 90 days after an applicant has met credit requirements and made satisfactory arrangements for payment of any required construction charges, a report must be made to the regulatory authority listing the name of the applicant, location, and cause for delay. Unless such delays are due to causes which are reasonably beyond the control of the utility, a delay in excess of 90 days will not constitute a refusal to serve.

9. Non-Liability

(A) Furnishing of Gas. Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by Company's negligence arising out of or incident to the furnishing of gas to any Consumer or Customer.

(B) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the Point of Delivery other than damage caused by the fault of Company in the manner of installation of its Gas Service Lines, in the manner in which such Gas Service Lines are repaired by Company, and in the negligence of Company in maintaining its meter loop. All other risks after the gas left the Point of Delivery shall be assumed by the Customer, Consumer, and their agents, servants, employees, or other persons. Customer, Consumer, and their agents, servants, employees, or any other persons assume all responsibility for all facilities and all Customer's Gas Installation, Customer's Piping, and Customer's Equipment and their installation, maintenance, operation, functionality, testing, condition, and all other risks on Customer's side of the Point of Delivery.

(C) Customer's Piping and Equipment. Customer shall be solely responsible for the selection, installation, maintenance, repair, and inspection of Customer's Piping and Equipment, and Company shall have no duty or responsibility for the design, selection, installation, operation, maintenance, or repair of said Customer's Piping Equipment, including no responsibility or duty for (1) determining whether or not Customer has complied with all applicable safety codes and regulations; (2) inspecting or maintaining Consumer' s Piping or Equipment; (3) or in any way establishing or enforcing any piping, equipment, device, or facility specifications. Company shall have no duty, obligation, or responsibility for notifying Consumer of technology or technological advances associated with Customer's Piping or Equipment nor shall Company have any duty, obligation, or responsibility for determining whether Customer's Piping and/or Equipment complies with NFPA 54, NFPA 715 and/or any applicable fuel gas or other relevant code. Company shall have no duty, obligation, or responsibility for inspecting the performance of, location of, or maintenance of Consumer's methane detectors and/or carbon monoxide detectors. Company shall have no duty or obligation to warn or notify Customer regarding the installation of, use of, performance of, and/or maintenance of Customer's Piping or Equipment, including methane detectors and/or carbon monoxide detectors. The Consumer shall be responsible, at all times, for all Customer Piping and Equipment beyond the Point of Delivery.

(D) Escaping Gas. Immediate notice must be given to Company by Customer or Consumer of any escaping gas on Customer's premises. No ignition of flame shall be taken near the point where gas is escaping. Company shall not be liable for any damage or loss caused by the escape of gas from Customer's Piping or Equipment or Customer's or Consumer's appliances, devices, or facilities.

(E) Company is not liable to a Customer or Consumer, and any Customer shall indemnify, hold harmless, and defend Company and its employees, agents, and representatives from any and all claims or allegations of liability for personal injury, damage to property, or any incidental, consequential, business interruption, or other economic damages or losses in any manner directly or indirectly connected to, arising from, or caused by acts or omissions of any person or party on the Customer`s side of the Point of Delivery.

(F) In no event shall Company or its employees be liable for incidental, consequential, business interruption, or other economic damages or losses of Customer, Consumer, or third parties in any manner, directly or indirectly, arising from, caused by, or growing out of the interruption or termination of gas utility service.

9. Non-Liability

(G) Reasonable Diligence. Company agrees to use reasonable diligence in rendering continuous gas service to all Customers/Consumers, but Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.

(H) Force Majeure. Company shall not be liable for any damage or loss caused by stoppage or curtailment of the gas supply pursuant to order of a governmental agency having jurisdiction over Company or Company's suppliers, or caused by an event of force majeure. The term "force majeure" as employed herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; and any other causes, whether of the kind herein enumerated or otherwise.

**ATMOS ENERGY CORPORATION**
**WEST TEXAS DIVISION**

| | | |
|---|---|---|
| **RATE SCHEDULE:** | **MISCELLANEOUS SERVICE CHARGES** | |
| **APPLICABLE TO:** | **ALL AREAS IN THE WEST TEXAS DIVISION** | |
| **EFFECTIVE DATE:** | **Bills Rendered on and after 06/01/2025** | **PAGE: 92** |

**The service charges on this tariff will be applied in accordance with Atmos Energy's Quality of Service rules and Commission rule 7.45.**

DURING BUSINESS HOURS:

These charges apply to services initiated between 8am and 5pm, Monday through Friday.

| Charge | Amount |
|---|---|
| Turn On New Service With Meter Set | $ 45.00 |
| Turn On Service (shut-In test required) | $ 37.00 |
| Turn On Service (meter read only required) | $ 21.00 |
| Miscellaneous Service Charge Calls | $ 10.00 |
| Reconnect Delinquent Service or Service Temporarily Off at Customer's Request | $ 47.00 |
| Return Check Fee | $ 25.00 |
| Tampering Fee | $ 150.00 |

AFTER BUSINESS HOURS:

These charges apply to services initiated between 5pm and 8am, Monday through Friday, and all day Saturday and Sunday.

| Charge | Amount |
|---|---|
| Turn On New Service With Meter Set | $ 67.50 |
| Turn On Service (shut-In test required) | $ 55.50 |
| Turn On Service (meter read only required) | $ 31.50 |
| Miscellaneous Service Charge Calls | $ 15.00 |
| Reconnect Delinquent Service or Service Temporarily Off at Customer's Request | $ 70.50 |
| Tampering Fee | $ 150.00 |