

## **EXHIBIT B-1**

Attached to and made a part of that certain  
Agreement and Plan of Merger  
by and between TXU Gas Company  
and LSG Acquisition Corporation  
dated June 17, 2004

Transitional Services Agreement

## TRANSITIONAL SERVICES AGREEMENT

THIS TRANSITIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2004 (the "Execution Date"), by and between TXU Gas Company ("TXU Gas") and Atmos Energy Corporation ("Atmos Energy"). TXU Gas and Atmos Energy are referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties desire that TXU Gas continue to provide the services set forth in this Agreement to Atmos Energy for a transition period after the Execution Date.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

### ARTICLE I SERVICES

1.1 *The Services.* TXU Gas shall provide or cause to be provided to Atmos Energy the Services set forth in Schedule 1. The Party providing or causing to be provided the Services hereunder shall be referred to herein as the "Service Provider" and the Party receiving such Services shall be referred to herein as the "Service Recipient."

1.2 *Service Parameters.* The Service Provider shall provide and the Service Recipient shall accept the Services, to the extent, but only to the extent, that such Services were provided (by the Service Provider or by employees transferred to the Service Provider) immediately prior to the Execution Date, unless otherwise mutually agreed by the Parties. The Service Provider shall only be obligated to provide the Services under the personnel availability conditions that such Services were provided by the Service Provider immediately prior to the Execution Date. Furthermore, the Services will be available only for purposes of supporting the conduct of business substantially in the manner it was conducted immediately prior to the Execution Date, unless otherwise mutually agreed by the Parties.

1.3 *Impracticability.* The Service Provider shall not be required to provide any Service to the extent the performance of such Service (a) becomes impracticable, in any material respect, as a result of a cause or causes outside the reasonable control of the Service Provider, (b) would require the Service Provider to violate any applicable laws, rules, or regulations, or (c) would result in the breach of any agreement or other applicable contract existing on the Execution Date.

1.4 *Information to be Furnished to Service Provider.* The Service Recipient agrees to provide the Service Provider in a timely manner with information necessary for, or reasonably requested by, the Service Provider to provide the Services required to be provided by the Service Provider hereunder.

1.5 *Additional Resources.* In providing the Services, the Service Provider shall not be obligated to (a) hire any additional employees, (b) maintain the employment of any specific employee, or (c) purchase, lease or license any additional equipment or materials.

## ARTICLE II TERM AND TERMINATION

2.1 *Term.* The Services shall commence on the date this Agreement is executed and continue for an initial term of one (1) year, and month to month thereafter until canceled by either Party with at least thirty (30) days' prior written notice.

2.2 *Termination.* Before the expiration of the initial term, the performance of any particular Service may be terminated by either Party at any time by providing at least ninety (90) days' prior written notice to the other Party. Furthermore, this Agreement or the performance of any Service may be terminated by the mutual written consent of the Parties at any time.

## ARTICLE III COMPENSATION

3.1 *Charges For Services.* The charge for each Service will be calculated upon TXU Gas' actual costs to provide such Service, provided that the total cost of all Services provided hereunder, unless otherwise mutually agreed by the Parties, will not exceed \$26,000,000 for the initial term of one (1) year as set forth in Section 2.1.

3.2 *Payment Terms.* The Service Provider shall bill the Service Recipient monthly for all charges pursuant to this Agreement. Such bills shall be accompanied by reasonable documentation supporting such charges. Such invoices shall be paid within ten (10) days after receipt. Late payments shall bear interest at the lesser of: (i) the Prime Rate as reported under "Money Rates" in the *Wall Street Journal* plus 4%, or (ii) the maximum rate allowed by law. The Service Provider may suspend its performance of this Agreement at any time, and for such time, as undisputed charges due to the Service Provider remain outstanding more than thirty (30) days after the receipt of any such invoice. The term of this Agreement shall not be extended by the amount of time of any suspension under this Section 3.2.

## ARTICLE IV GENERAL OBLIGATIONS; STANDARD OF CARE

4.1 *Performance Standards.* The Service Provider shall, to the extent applicable, use its reasonable commercial efforts to provide the Services in accordance with its policies, procedures, and practices in effect immediately prior to the Execution Date and, in providing the Services, shall exercise the same degree of care and skill as it exercises in performing similar services for itself.

4.2 **DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES PROVIDED BY IT HEREUNDER.**

4.3 *Indemnification by the Service Recipient.* With respect to the Services provided under this Agreement, the Service Recipient shall indemnify, defend, and hold harmless the Service Provider, as applicable, its officers, employees, agents, and consultants from and against any and all liabilities that arise out of, or result from, the provision of Services by the Service Provider in accordance with this Agreement, other than liabilities arising solely from the gross negligence or willful misconduct of the Service Provider or its agents or employees. Additionally, each Party will maintain policies of insurance with coverages, limits and deductibles that are reasonable and customary within the industry.

4.4 *Good Faith Cooperation.* The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Services.

4.5 *Confidentiality.* It is understood that from time to time in the performance of this Agreement, that the Parties may receive, or have access to, confidential or proprietary information of the other Party. As such, each Party agrees to keep any such information confidential and not to disclose such confidential information to third parties. Notwithstanding the forgoing, each Party will have the right to make such disclosures, if any, to governmental agencies, courts of law and to its affiliates, attorneys, auditors and accountants, as may be reasonably necessary. In the event a Party is required to provide such confidential information in a proceeding before a governmental agency or court of law, then such Party will immediately notify the other Party, who may seek a protective order or confidentiality agreement, whichever is applicable, and the Party in possession of such confidential information will fully cooperate with the other Party in such efforts. In the event a Party discloses such confidential information to its affiliates, attorneys, auditors or accountants, then such Party will nevertheless continue to have the obligation to protect such confidential information of the other Party, and will remain liable for any failure to do so.

## ARTICLE V RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties established under this Agreement with respect to Services provided is that of independent contractors, and neither Party shall be deemed an employee, agent, partner, or joint venturer of or with the other. The Service Provider will, subject to reimbursement pursuant to Article III, be solely responsible for the payment of any employment-related taxes, insurance premiums, or employment benefits in respect of the performance of the Services by the Service Provider personnel under this Agreement.

## ARTICLE VI SUBCONTRACTORS

The Service Provider may engage one or more subcontractors to perform all or any portion of its duties under this Agreement, provided that the Service Provider remains responsible for the performance of each such subcontractor in accordance with this Agreement, and the charges for the Services delegated to a subcontractor shall be the lesser of (a) the amount charged by the subcontractor or (b) the amount that would have been payable to the Service Provider under Article III above if the Service Provider had provided such Services.

## ARTICLE VII FORCE MAJEURE

The Service Provider will be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by Force Majeure. For the purposes of this Agreement, "Force Majeure" means any circumstance or event beyond the reasonable control of the Party relying upon such event or circumstance, including, without limitation: any act of God; any accident, explosion, fire, ice, earthquake, lightning, tornado, hurricane, or other severe weather condition or calamity; any civil disturbance, labor dispute, or labor or material shortage or interruption; any sabotage or acts of terrorism; any acts of a public enemy, uprising, insurrection, civil unrest, war, or rebellion; or any action or restraint by court order or public or governmental authority or lawfully established civilian authorities.

## ARTICLE VIII MISCELLANEOUS

8.1 *Entire Agreement.* This Agreement and the Schedule attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

8.2 *Governing Law.* This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Texas as to all matters, without regard to principles of conflicts of laws that would require the application of the law of another state.

8.3 *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.4 *Notices.* Any notice, demand, offer, request, or other communication required or permitted to be given by either Party pursuant to the terms of this Agreement shall be sent to the other Party's address set forth below, and will be deemed to be received: (i) when placed in the United States Mail, postage pre-paid, if mailed; or (ii) when actually received, if delivered by any other means:

TXU Gas Company  
1601 Bryan Street  
42<sup>nd</sup> Floor  
Dallas, Texas 75201

Atmos Energy Corporation  
1800 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, Texas 75240

8.5 *Assignability; Third-Party Beneficiaries.* Neither Party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without the other Party's prior written consent, which consent will not be unreasonably withheld; provided, however, either Party may transfer its interests, rights and obligations under this Agreement without consent to (i) any parent, (ii) any affiliate, (iii) any individual, bank, trustee, company or corporation as security for any note, notes, bonds or other obligations or securities of such assignor; or (iv) any party that acquires all or substantially all of the transferring Party's assets. Each Party shall cause the transferee of any assets necessary for

the provision of any Services hereunder or of any documents or records to which either party may be entitled to access hereunder to be bound by the terms of this Agreement with respect thereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives and permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

8.6 *Severability.* If any term or other provision of this Agreement is determined by a nonappealable decision by a court, administrative agency or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.7 *Failure Or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

8.8 *Amendment.* No change or amendment will be made to this Agreement except by a written instrument signed on behalf of each of the Parties hereto.

8.9 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties have signed this Transitional Services Agreement effective as of the Execution Date.

TXU Gas Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Atmos Energy Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule 1: Services

- Billing and Customer Information Services

The processing of information and data for customer accounts, calculations, preparation of bill print-ready files, and other activities in support of related processes.

- Bill Printing and Mailing

The preparation of bills for mailing to customers and the mailing of bills complete with inserts, where appropriate.

- Remittance Processing

The collection and clearing of payments by customer account.

- Collections

The process of providing support to collect funds from past due customer accounts.

- Customer Care Services

The handling of all customer communications.

- New Construction Management

The process of working with contractors and builders to establish the customer's premises in the System (as defined below) and schedule work orders for gas underground and gas meter installation.

- Reporting

Information reports as currently provided or available.

- Account Manager Services

A single point of contact within TXU Gas or its designee for handling requests from Atmos and providing information to Atmos.

- Software Services

Normal quarterly updates of TXU Energy's computer networks, software, and databases used to provide Customer Services (the "System"), that have been transferred to Atmos Energy.

- System Changes

Any changes to the System that are reasonably necessary to comply with regulatory requirements applicable to the TXU Gas assets transferred to Atmos Energy.

## **EXHIBIT B-2**

Attached to and made a part of that certain  
Agreement and Plan of Merger  
by and between TXU Gas Company  
and LSG Acquisition Corporation  
dated June 17, 2004

Transitional Services Agreement



## TRANSITIONAL SERVICES AGREEMENT

THIS TRANSITIONAL SERVICES AGREEMENT is entered into as of \_\_\_\_\_, 2004 (the "Execution Date"), by and between Oncor Utility Solutions (Texas) Company ("OUS") and Atmos Energy Corporation ("Atmos Energy"). OUS and Atmos Energy are referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, TXU Gas has utilized resources shared with TXU Electric Delivery Company, and in order to effectuate such sharing after the Execution Date, in accordance with the Resource Sharing Agreement between TXU Electric Delivery Company and OUS on file with the Public Utility Commission of Texas and dated January 17, 2002, Atmos Energy shall hereafter obtain such shared resources from OUS.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

### ARTICLE I SERVICES

1.1 *The Services.* OUS shall provide or cause to be provided to Atmos Energy the Services set forth in Schedule 1. The Party providing or causing to be provided the Services hereunder shall be referred to herein as the "Service Provider" and the Party receiving such Services shall be referred to herein as the "Service Recipient."

1.2 *Service Parameters.* The Service Provider shall provide and the Service Recipient shall accept the Services, to the extent, but only to the extent, that such Services were provided by employees shared between TXU Electric Delivery Company and the Service Provider immediately prior to the Execution Date, unless otherwise mutually agreed by the Parties. The Service Provider shall only be obligated to provide the Services under the personnel availability conditions that such Services were provided by the Service Provider immediately prior to the Execution Date. Furthermore, the Services will be available only for purposes of supporting the conduct of business substantially in the manner it was conducted immediately prior to the Execution Date, unless otherwise mutually agreed by the Parties.

1.3 *Impracticability.* The Service Provider shall not be required to provide any Service to the extent the performance of such Service (a) becomes impracticable, in any material respect, as a result of a cause or causes outside the reasonable control of the Service Provider, (b) would require the Service Provider to violate any applicable laws, rules, or regulations, or (c) would result in the breach of any agreement or other applicable contract existing on the Execution Date.

1.4 *Information to be Furnished to Service Provider.* The Service Recipient agrees to provide the Service Provider in a timely manner with information necessary for, or reasonably requested by, the Service Provider to provide the Services required to be provided by the Service Provider hereunder.

1.5 *Additional Resources.* In providing the Services, the Service Provider shall not be obligated to (a) hire any additional employees, (b) maintain the employment of any specific employee, or (c) purchase, lease or license any additional equipment or materials.

1.6 *Communication Sites.* OUS will provide, or cause to be provided to Atmos Energy, access to the communication towers and sites that are utilized by TXU Gas Company immediately prior to the Execution Date and that are owned by subsidiaries of TXU Corp.

## ARTICLE II TERM AND TERMINATION

2.1 *Term.* The Services shall commence on the date this Agreement is executed and continue for an initial term of one year, and month to month thereafter until canceled by either Party with at least 30 days' prior written notice to the other Party.

2.2 *Termination.* Before the expiration of the initial term, the performance of any particular Service may be terminated by either Party at any time by providing ninety (90) days' prior written notice to the other Party. Furthermore, this Agreement or the performance of any Service may be terminated by the mutual written consent of the Parties at any time.

## ARTICLE III COMPENSATION

3.1 *Charges For Services.* The charge for each Service will be calculated upon OUS' Services' actual costs to provide such Service, unless otherwise mutually agreed by the Parties.

3.2 *Payment Terms.* The Service Provider shall bill the Service Recipient monthly for all charges pursuant to this Agreement. Such bills shall be accompanied by reasonable documentation supporting such charges. Such invoices shall be paid within ten (10) days after receipt. Late payments shall bear interest at the lesser of: (i) the Prime Rate as reported under "Money Rates" in the *Wall Street Journal* plus 4%, or (ii) the maximum rate allowed by law. Either Party may suspend its performance of this Agreement at any time, and for such time, as undisputed charges due to such Party remain outstanding more than thirty (30) days after the receipt of any such invoice. The term of this Agreement shall not be extended by the amount of time of any suspension under this Section 3.2.

## ARTICLE IV GENERAL OBLIGATIONS; STANDARD OF CARE

4.1 *Performance Standards.* The Service Provider shall, to the extent applicable, use its reasonable commercial efforts to provide the Services in accordance with the policies, procedures, and practices in effect with respect to shared resources immediately prior to the Execution Date and, in providing the Services, shall exercise the same degree of care and skill as it exercises in performing similar services for itself.

4.2 ***DISCLAIMER OF WARRANTIES.*** EXCEPT AS OTHERWISE SET FORTH HEREIN, THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR

**WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES PROVIDED BY IT HEREUNDER.**

4.3 *Indemnification by the Service Recipient.* With respect to the Services provided under this Agreement, the Service Recipient shall indemnify, defend, and hold harmless the Service Provider, as applicable, its officers, employees, agents, and consultants from and against any and all liabilities that arise out of, or result from, the provision of Services by the Service Provider, in accordance with this Agreement, other than liabilities arising solely from the gross negligence or willful misconduct of the Service Provider, as applicable, or its agents or employees. Additionally, each Party will maintain policies of insurance with coverages, limits and deductibles that are reasonable and customary within the industry.

4.4 *Good Faith Cooperation.* The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Services.

4.5 *Confidentiality.* It is understood that from time to time in the performance of this Agreement, that the Parties may receive, or have access to, confidential or proprietary information of the other Party. As such, each Party agrees to keep any such information confidential and not to disclose such confidential information to third parties. Notwithstanding the forgoing, each Party will have the right to make such disclosures, if any, to governmental agencies, courts of law and to its affiliates, attorneys, auditors and accountants, as may be reasonably necessary. In the event a Party is required to provide such confidential information in a proceeding before a governmental agency or court of law, then such Party will immediately notify the other Party, who may seek a protective order or confidentiality agreement, whichever is applicable, and the Party in possession of such confidential information will fully cooperate with the other Party in such efforts. In the event a Party discloses such confidential information to its affiliates, attorneys, auditors or accountants, then such Party will nevertheless continue to have the obligation to protect such confidential information of the other Party, and will remain liable for any failure to do so.

## ARTICLE V RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties established under this Agreement with respect to Services provided is that of independent contractors, and neither Party shall be deemed an employee, agent, partner, or joint venturer of or with the other. The Service Provider will, subject to reimbursement pursuant to Article III, be solely responsible for the payment of any employment-related taxes, insurance premiums, or employment benefits in respect of the performance of the Services by the Service Provider personnel under this Agreement.

## ARTICLE VI SUBCONTRACTORS

The Service Provider may engage one or more subcontractors to perform all or any portion of its duties under this Agreement, provided that the Service Provider remains

responsible for the performance of each such subcontractor in accordance with this Agreement, and the charges for the Services delegated to a subcontractor shall be the lesser of (a) the amount charged by the subcontractor or (b) the amount that would have been payable to the Service Provider under Article III above if the Service Provider had provided such Services.

## ARTICLE VII FORCE MAJEURE

The Service Provider will be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by Force Majeure. For the purposes of this Agreement, "Force Majeure" means any circumstance or event beyond the reasonable control of the Party relying upon such event or circumstance, including, without limitation: any act of God; any accident, explosion, fire, ice, earthquake, lightning, tornado, hurricane, or other severe weather condition or calamity; any civil disturbance, labor dispute, or labor or material shortage or interruption; any sabotage or acts of terrorism; any acts of a public enemy, uprising, insurrection, civil unrest, war, or rebellion; or any action or restraint by court order or public or governmental authority or lawfully established civilian authorities.

## ARTICLE VIII MISCELLANEOUS

8.1 *Entire Agreement.* This Agreement and the Schedules and Exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

8.2 *Governing Law.* This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Texas as to all matters, without regard to principles of conflicts of laws that would require the application of the law of another state.

8.3 *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.4 *Notices.* Any notice, demand, offer, request, or other communication required or permitted to be given by either Party pursuant to the terms of this Agreement shall be sent to the other Party's address set forth below, and will be deemed to be received: (i) when placed in the United States Mail, postage pre-paid, if mailed; or (ii) when actually received, if delivered by any other means:

Oncor Utility Solutions (Texas) Company  
1601 Bryan Street  
42<sup>nd</sup> Floor  
Dallas, Texas 75201

Atmos Energy Corporation  
1800 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, Texas 75240

8.5 *Assignability; Third-Party Beneficiaries.* Neither Party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without the other Party's prior written consent, which consent will not be

unreasonably withheld; provided, however, either Party may transfer its interests, rights and obligations under this Agreement without consent to (i) any parent, (ii) any affiliate, (iii) any individual, bank, trustee, company or corporation as security for any note, notes, bonds or other obligations or securities of such assignor; or (iv) any party that acquires all or substantially all of the transferring Party's assets. Each Party shall cause the transferee of any assets necessary for the provision of any Services hereunder or of any documents or records to which either party may be entitled to access hereunder to be bound by the terms of this Agreement with respect thereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives and permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

8.6 *Severability.* If any term or other provision of this Agreement is determined by a nonappealable decision by a court, administrative agency or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.7 *Failure Or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

8.8 *Amendment.* No change or amendment will be made to this Agreement except by a written instrument signed on behalf of each of the Parties hereto.

8.9 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties have signed this Transitional Services Agreement effective as of the Execution Date.

Oncor Utility Solutions (Texas) Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Atmos Energy Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule 1

- **Meter Reading Services**

OUS provides meter reading services for TXU Gas customers. OUS will charge TXU Gas an equitable amount of the costs incurred for providing these services based on hours worked.

- **Project Management Design Services**

OUS provides TXU Gas limited engineering services. These limited services include the project management, engineering, design, estimating and mapping of construction projects.

- **Asset Management**

OUS provides to TXU Gas certain services related to operating activities. These services include activities such as resource management, information and records management, forecasting, investment strategy and materials management services. Other activities may be performed on an as needed basis and tracked through projects and charged to TXU Gas based on actual costs incurred.

- **Relationship Management/Electric Operations**

OUS provides TXU Gas certain services which are managed for both electric and gas. These services include providing relationship management with city and local authorities, certain customer service responses, and gas curtailment notifications.

- **Financial Planning Services**

OUS provides financial planning services associated with TXU Gas strategic planning, consolidation of financial and business plan information from regulated business units for TXU Gas, and financial analysis dealing with the valuation of assets that TXU Gas would buy or sell.

- **Human Resources Services**

OUS provides limited human resource services to TXU Gas. These services are primarily related to the supervision of HR activities.

- **Property Services**

Several subsidiaries of TXU Corp. own and lease facilities that are shared with TXU Gas. OUS will charge TXU Gas for an equitable portion of these shared facilities costs, based on square footage utilization.

- **Accounting Services**

OUS will charge TXU Gas for accounting services. These charges include but are not limited to corporate accounting, regulatory, management support and other accounting support services.

- **OUS Regulatory Affairs**

OUS charges TXU Gas for regulatory activities such as filing at the Commission, report preparations and compliance advice.

- Other Services, including:
  - Right of way and property management,
  - Environmental services,
  - Health and safety support,
  - Procurement of goods and services, and
  - Technical dispatch services.



### **EXHIBIT B-3**

Attached to and made a part of that certain  
Agreement and Plan of Merger  
by and between TXU Gas Company  
and LSG Acquisition Corporation  
dated June 17, 2004

Transitional Services Agreement

## TRANSITIONAL SERVICES AGREEMENT

THIS TRANSITIONAL SERVICES AGREEMENT is entered into as of \_\_\_\_\_, 2004 (the "Execution Date"), by and between TXU Business Services Company ("TXU Business Services") and Atmos Energy Corporation ("Atmos Energy"). TXU Business Services and Atmos Energy are referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, TXU Gas Company ("TXU Gas") has utilized certain services provided by TXU Business Services (the "Services");

WHEREAS, the Parties desire that TXU Business Services continue to provide such Services to Atmos Energy for a transition period after the Execution Date.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

### ARTICLE I SERVICES

1.1 *The Services.* TXU Business Services shall provide or cause to be provided to Atmos Energy the Services set forth in Schedule 1. The Party providing or causing to be provided the Services hereunder shall be referred to herein as the "Service Provider" and the Party receiving such Services shall be referred to herein as the "Service Recipient."

1.2 *Service Parameters.* The Service Provider shall provide and the Service Recipient shall accept the Services, to the extent, but only to the extent, that such Services were provided (by the Service Provider or by employees transferred to the Service Provider) immediately prior to the Execution Date, unless otherwise mutually agreed by the Parties. The Service Provider shall only be obligated to provide the Services under the personnel availability conditions that such Services were provided by the Service Provider immediately prior to the Execution Date. Furthermore, the Services will be available only for purposes of supporting the conduct of business substantially in the manner it was conducted immediately prior to the Execution Date, unless otherwise mutually agreed by the Parties.

1.3 *Impracticability.* The Service Provider shall not be required to provide any Service to the extent the performance of such Service (a) becomes impracticable, in any material respect, as a result of a cause or causes outside the reasonable control of the Service Provider, (b) would require the Service Provider to violate any applicable laws, rules, or regulations, or (c) would result in the breach of any agreement or other applicable contract existing on the Execution Date.

1.4 *Information to be Furnished to Service Provider.* The Service Recipient agrees to provide the Service Provider in a timely manner with information necessary for, or reasonably requested by, the Service Provider to provide the Services required to be provided by the Service Provider hereunder.

1.5 *Additional Resources.* In providing the Services, the Service Provider shall not be obligated to (a) hire any additional employees, (b) maintain the employment of any specific employee, or (c) purchase, lease or license any additional equipment or materials.

## ARTICLE II TERM AND TERMINATION

2.1 *Term.* The Services shall commence on the date this Agreement is executed and continue for an initial term of one year, and month to month thereafter until canceled by either Party with at least thirty (30) days' prior written notice.

2.2 *Termination.* Before the expiration of the initial term, the performance of any particular Service may be terminated by either Party at any time by providing at least ninety (90) days' prior written notice to the other Party. Furthermore, this Agreement or the performance of any Service may be terminated by the mutual written consent of the Parties at any time.

## ARTICLE III COMPENSATION

3.1 *Charges For Services.* The charge for each Service will be calculated upon TXU Business Services' actual costs to provide such Service, unless otherwise mutually agreed by the Parties.

3.2 *Payment Terms.* The Service Provider shall bill the Service Recipient monthly for all charges pursuant to this Agreement. Such bills shall be accompanied by reasonable documentation supporting such charges. Such invoices shall be paid within ten (10) days after receipt. Late payments shall bear interest at the lesser of: (i) the Prime Rate as reported under "Money Rates" in the *Wall Street Journal* plus 4%, or (ii) the maximum rate allowed by law. The Service Provider may suspend its performance of this Agreement at any time, and for such time, as undisputed charges due to the Service Provider remain outstanding more than thirty (30) days after the receipt of any such invoice. The term of this Agreement shall not be extended by the amount of time of any suspension under this Section 3.2.

## ARTICLE IV GENERAL OBLIGATIONS; STANDARD OF CARE

4.1 *Performance Standards.* The Service Provider shall, to the extent applicable, use its reasonable commercial efforts to provide the Services in accordance with its policies, procedures, and practices in effect immediately prior to the Execution Date and, in providing the Services, shall exercise the same degree of care and skill as it exercises in performing similar services for itself.

4.2 ***DISCLAIMER OF WARRANTIES.*** EXCEPT AS OTHERWISE SET FORTH HEREIN, THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS

**FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES PROVIDED BY IT HEREUNDER.**

4.3 *Indemnification by the Service Recipient.* With respect to the Services provided under this Agreement, the Service Recipient shall indemnify, defend, and hold harmless the Service Provider, as applicable, its officers, employees, agents, and consultants from and against any and all liabilities that arise out of, or result from, the provision of Services by the Service Provider in accordance with this Agreement, other than liabilities arising solely from the gross negligence or willful misconduct of the Service Provider or its agents or employees. Additionally, each Party will maintain policies of insurance with coverages, limits and deductibles that are reasonable and customary within the industry.

4.4 *Good Faith Cooperation.* The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Services.

4.5 *Confidentiality.* It is understood that from time to time in the performance of this Agreement, that the Parties may receive, or have access to, confidential or proprietary information of the other Party. As such, each Party agrees to keep any such information confidential and not to disclose such confidential information to third parties. Notwithstanding the forgoing, each Party will have the right to make such disclosures, if any, to governmental agencies, courts of law and to its affiliates, attorneys, auditors and accountants, as may be reasonably necessary. In the event a Party is required to provide such confidential information in a proceeding before a governmental agency or court of law, then such Party will immediately notify the other Party, who may seek a protective order or confidentiality agreement, whichever is applicable, and the Party in possession of such confidential information will fully cooperate with the other Party in such efforts. In the event a Party discloses such confidential information to its affiliates, attorneys, auditors or accountants, then such Party will nevertheless continue to have the obligation to protect such confidential information of the other Party, and will remain liable for any failure to do so.

**ARTICLE V  
RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the Parties established under this Agreement with respect to Services provided is that of independent contractors, and neither Party shall be deemed an employee, agent, partner, or joint venturer of or with the other. The Service Provider will, subject to reimbursement pursuant to Article III, be solely responsible for the payment of any employment-related taxes, insurance premiums, or employment benefits in respect of the performance of the Services by the Service Provider personnel under this Agreement.

**ARTICLE VI  
SUBCONTRACTORS**

The Service Provider may engage one or more subcontractors to perform all or any portion of its duties under this Agreement, provided that the Service Provider remains responsible for the performance of each such subcontractor in accordance with this Agreement, and the charges for the Services delegated to a subcontractor shall be the lesser of (a) the amount

charged by the subcontractor or (b) the amount that would have been payable to the Service Provider under Article III above if the Service Provider had provided such Services.

## ARTICLE VII FORCE MAJEURE

The Service Provider will be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by Force Majeure. For the purposes of this Agreement, "Force Majeure" means any circumstance or event beyond the reasonable control of the Party relying upon such event or circumstance, including, without limitation: any act of God; any accident, explosion, fire, ice, earthquake, lightning, tornado, hurricane, or other severe weather condition or calamity; any civil disturbance, labor dispute, or labor or material shortage or interruption; any sabotage or acts of terrorism; any acts of a public enemy, uprising, insurrection, civil unrest, war, or rebellion; or any action or restraint by court order or public or governmental authority or lawfully established civilian authorities.

## ARTICLE VIII MISCELLANEOUS

8.1 *Entire Agreement.* This Agreement and the Schedule attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

8.2 *Governing Law.* This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Texas as to all matters, without regard to principles of conflicts of laws that would require the application of the law of another state.

8.3 *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.4 *Notices.* Any notice, demand, offer, request, or other communication required or permitted to be given by either Party pursuant to the terms of this Agreement shall be sent to the other Party's address set forth below, and will be deemed to be received: (i) when placed in the United States Mail, postage pre-paid, if mailed; or (ii) when actually received, if delivered by any other means:

TXU Business Services Company  
1601 Bryan Street  
42<sup>nd</sup> Floor  
Dallas, Texas 75201

Atmos Energy Corporation  
1800 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, Texas 75240

8.5 *Assignability; Third-Party Beneficiaries.* Neither Party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without the other Party's prior written consent, which consent will not be unreasonably withheld; provided, however, either Party may transfer its interests, rights and obligations under this Agreement without consent to (i) any parent, (ii) any affiliate, (iii) any

individual, bank, trustee, company or corporation as security for any note, notes, bonds or other obligations or securities of such assignor; or (iv) any party that acquires all or substantially all of the transferring Party's assets. Each Party shall cause the transferee of any assets necessary for the provision of any Services hereunder or of any documents or records to which either party may be entitled to access hereunder to be bound by the terms of this Agreement with respect thereto. This Agreement shall be binding upon and inure to the benefit of the Parties **and their respective legal representatives and permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.**

8.6 *Severability.* If any term or other provision of this Agreement is determined by a nonappealable decision by a court, administrative agency or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as ~~possible in an acceptable manner to the end that the transactions contemplated hereby are~~ fulfilled to the fullest extent possible.

8.7 *Failure Or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

8.8 *Amendment.* No change or amendment will be made to this Agreement except by a written instrument signed on behalf of each of the Parties hereto.

8.9 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties have signed this Transitional Services Agreement effective as of the Execution Date.

TXU Business Services Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Atmos Energy Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule I: Services

- **Accounting/Controller**

This function provides basic accounting and financial services, including payroll, accounts payable, fixed asset accounting, financial information, financial reporting, and financial advisory services.

- **Administrative Services**

This function provides services, such as copier and print services; document storage, filing, and retrieval, particularly of property documents needed to support the acquisition, maintenance, and disposal of property; acquisition and management of land, minerals, and rights-of-way; maintenance, administration, and registration services for light and heavy vehicles used to install and maintain assets; and operation of service vehicles.

- **Corporate Services**

This function provides state, local, and federal tax services; retirement, thrift plan, and other employee benefit administration; risk management services; claims and legal administration services; and other similar services.

- **Environmental Services**

This function obtains and maintains all necessary environmental permits and maintains compliance with environmental permits, approvals, laws, and regulations.

- **Human Resources**

This function provides all services relating to staffing and placement, including employee hiring, compensation, development, and training.

- **Information Technology**

This function provides dependable communication within the system network through voice, data, and radio devices; timely access to financial and operating data through mainframe, server, and intranet infrastructure; training and deskside support for personal computer equipment and applications; business information solution consulting; and software application development and maintenance.

- **Procurement Services**

This function provides procurement management, purchasing, contracting, minority business development, and related services.

- **Regulatory Affairs**

This function provides services related to the management of rates and regulatory affairs, including rate and tariff proceedings, rulemakings, reporting, compliance with affiliate standards, and customer complaint resolution.



## **EXHIBIT B-4**

Attached to and made a part of that certain  
Agreement and Plan of Merger  
by and between TXU Gas Company  
and LSG Acquisition Corporation  
dated June 17, 2004

Access Agreement

## TRANSITIONAL ACCESS AGREEMENT

THIS TRANSITIONAL ACCESS AGREEMENT is entered into as of \_\_\_\_\_, 2004 (the "Execution Date"), by and between TXU Energy Retail Company LP, TXU Business Services Company LP, TXU Properties Company, and TXU Electric Delivery Company (collectively referred to herein as the "TXU Companies") and Atmos Energy Corporation ("Atmos Energy"). The aforementioned entities are referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, TXU Gas Company ("TXU Gas") and the TXU Companies have shared access to certain properties, facilities, software application and other items with each other; and

WHEREAS, the Parties desire to provide each other with the same level of access to such properties, facilities, software application (to the extent contractually authorized under the underlying software agreements) and other items (the "Access") after the Execution Date.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

### ARTICLE I ACCESS

1.1 *The Access.* The TXU Companies shall provide or cause to be provided to Atmos Energy the Access to the same extent as was being provided by the TXU Companies to TXU Gas prior to the Execution Date. Atmos Energy shall provide or cause to be provided to the TXU Companies the Access to the same extent as was being provided by TXU Gas to the TXU Companies prior to the Execution Date. The Party providing or causing to be provided the Access hereunder shall be referred to herein as the "Access Provider" and the Party receiving such Access shall be referred to herein as the "Access Recipient."

1.2 *Impracticability.* The Access Provider shall not be required to provide any Access to the extent it (a) becomes impracticable, in any material respect, as a result of a cause or causes outside the reasonable control of the Access Provider, (b) would require the Access Provider to violate any applicable laws, rules, or regulations, or (c) would result in the breach of any agreement or other applicable contract existing on the Execution Date.

1.3 *Information to be Furnished to Access Provider.* The Access Recipient agrees to provide the Access Provider in a timely manner with information necessary for, or reasonably requested by, the Access Provider to provide the Access required to be provided by the Access Provider hereunder.

1.4 *Additional Resources.* In providing the Access, the Access Provider shall not be obligated to (a) hire any additional employees, (b) maintain the employment of any specific employee, or (c) purchase, lease or license any additional equipment or materials.

## ARTICLE II TERM AND TERMINATION

2.1 *Term.* The Access shall commence on the date this Agreement is executed and continue for a period of one (1) year, and month to month thereafter until canceled by either Party with at least 30 days' prior written notice to the other Party. Provided, however, Access **provided to Atmos Energy by the TXU Companies to any particular property, facility, software application or other item that is related to a service covered by a Transitional Services Agreement issued in connection with the transaction between Atmos Energy and TXU Gas shall cease at the same time the associated service is terminated.** Notwithstanding anything to the contrary, this Agreement or the Access to any facility, property, software application or other item covered hereunder may be terminated by the mutual written consent of the Parties at any time.

## ARTICLE III GENERAL OBLIGATIONS; STANDARD OF CARE

3.1 *Indemnification by the Access Recipient.* With respect to the Access provided ~~under this Agreement, the Access Recipient shall indemnify, defend, and hold harmless the~~ Access Provider, as applicable, its officers, employees, agents, and consultants from and against any and all liabilities that arise out of, or result from, the provision of Access by the Access Provider, as applicable, in accordance with this Agreement, other than liabilities arising solely from the gross negligence or willful misconduct of the Access Provider, as applicable, or its agents or employees. Additionally, each Party will maintain policies of insurance with coverages, limits and deductibles that are reasonable and customary within the industry.

3.2 *Good Faith Cooperation.* The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Access.

3.3 *Confidentiality.* It is understood that from time to time in the performance of this Agreement, that the Parties may receive, or have access to, confidential or proprietary information of the other Party. As such, each Party agrees to keep any such information confidential and not to disclose such confidential information to third parties. Notwithstanding the forgoing, each Party will have the right to make such disclosures, if any, to governmental agencies, courts of law and to its affiliates, attorneys, auditors and accountants, as may be reasonably necessary. In the event a Party is required to provide such confidential information in a proceeding before a governmental agency or court of law, then such Party will immediately notify the other Party, who may seek a protective order or confidentiality agreement, whichever is applicable, and the Party in possession of such confidential information will fully cooperate with the other Party in such efforts. In the event a Party discloses such confidential information to its affiliates, attorneys, auditors or accountants, then such Party will nevertheless continue to have the obligation to protect such confidential information of the other Party, and will remain liable for any failure to do so.

## ARTICLE IV FORCE MAJEURE

The Access Provider will be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by Force Majeure. For the purposes of this Agreement, "Force Majeure" means any circumstance or event beyond the **reasonable control of the Party relying upon such event or circumstance, including, without** limitation: any act of God; any accident, explosion, fire, ice, earthquake, lightning, tornado, hurricane, or other severe weather condition or calamity; any civil disturbance, labor dispute, or labor or material shortage or interruption; any sabotage or acts of terrorism; any acts of a public enemy, uprising, insurrection, civil unrest, war, or rebellion; or any action or restraint by court order or public or governmental authority or lawfully established civilian authorities.

## ARTICLE V MISCELLANEOUS

5.1 *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all prior written ~~and oral and all contemporaneous oral agreements and understandings with respect to the subject~~ matter hereof and thereof.

5.2 *Governing Law.* This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Texas as to all matters, without regard to principles of conflicts of laws that would require the application of the law of another state.

5.3 *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.4 *Notices.* Any notice, demand, offer, request, or other communication required or permitted to be given by either Party pursuant to the terms of this Agreement shall be sent to the other Party's address set forth below, and will be deemed to be received: (i) when placed in the United States Mail, postage pre-paid, if mailed; or (ii) when actually received, if delivered by any other means:

TXU Energy Retail Company LP  
1601 Bryan Street, 42<sup>nd</sup> Floor  
Dallas, Texas 75201

TXU Electric Delivery Company  
1601 Bryan Street, 42<sup>nd</sup> Floor  
Dallas, Texas 75201

TXU Business Services Company LP  
1601 Bryan Street, 42<sup>nd</sup> Floor  
Dallas, Texas 75201

Atmos Energy Corporation  
1800 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, Texas 75240

TXU Properties Company  
1601 Bryan Street, 42<sup>nd</sup> Floor  
Dallas, Texas 75201

5.5 *Assignability; Third-Party Beneficiaries.* Neither Party may, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without the other Party's prior written consent, which consent will not be unreasonably withheld; provided, however, either Party may transfer its interests, rights and obligations under this Agreement without consent to (i) any parent, (ii) any affiliate, (iii) any individual, bank, trustee, company or corporation as security for any note, notes, bonds or other obligations or securities of such assignor; or (iv) any party that acquires all or substantially all of the transferring Party's assets. Each Party shall cause the transferee of any assets necessary for the provision of any Services hereunder or of any documents or records to which either party may be entitled to access hereunder to be bound by the terms of this Agreement with respect thereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives and permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

5.6 *Severability.* If any term or other provision of this Agreement is determined by a nonappealable decision by a court, administrative agency or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.7 *Failure Or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

5.8 *Amendment.* No change or amendment will be made to this Agreement except by a written instrument signed on behalf of each of the Parties hereto.

5.9 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties have signed this Transitional Access Agreement effective as of the Execution Date.

TXU Electric Delivery Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

TXU Energy Retail Company LP

By: \_\_\_\_\_  
Title: \_\_\_\_\_

TXU Business Services Company LP

By: \_\_\_\_\_  
Title: \_\_\_\_\_

TXU Properties Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Atmos Energy Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_