

(b) at any time before the Closing, by the Shareholders or Atmos, in the event that any Law or any final, nonappealable Order becomes effective restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement, upon notification of the non-terminating party by the terminating party;

(c) by Atmos, upon and during the continuation of a breach in any material respect of any of the representations and warranties of the Shareholders contained in this Agreement or in the failure by the Shareholders to perform and comply in any material respect with any of the covenants and agreements required by this Agreement to be performed or complied with by the Shareholders, provided that such breach or failure is not cured by the Shareholders in a manner reasonably acceptable to Atmos within 60 days of the Shareholders' receipt of a written notice from Atmos that such a breach or failure has occurred;

(d) by the Shareholders, upon and during the continuation of a breach in any material respect of any of the representations and warranties of Atmos contained in this Agreement or the failure by Atmos to perform and comply in any material respect with any of the agreements and obligations required by this Agreement to be performed or complied with by Atmos, provided that such breach or failure is not cured by Atmos in a manner reasonably acceptable to the Shareholders within 60 days of Atmos's receipt of a written notice from the Shareholders that such a breach or failure has occurred;

(e) by the Shareholders or Atmos, as appropriate, if any Governmental or Regulatory Authority or other Person whose approval or consent is required to fulfill a condition precedent to Closing set forth in Sections 8.05 or 8.06 (with respect to Atmos) or in Sections 9.05 or 9.06 (with respect to the Shareholders) has issued any final, nonappealable Order denying such approval or consent or containing terms or conditions (or, if such approval or consent has been obtained, containing terms or conditions) that, in the reasonable business judgment of Atmos or the Shareholders, as appropriate, will result in a condition precedent to Closing set forth in Section 8.05 or 8.06 (with respect to Atmos) or in Section 9.05 or 9.06 (with respect to the Shareholders) not being satisfied;

(f) at any time after September 30, 2002 by the Shareholders or Atmos upon notification of the non-terminating party by the terminating party if the Closing shall not have occurred on or before such date and such failure to consummate is not caused by a breach of this Agreement by the terminating party; provided that if the Closing has not occurred by such date because the conditions provided in Sections 8.05 and 9.05 have not been fulfilled, such date shall be automatically extended to December 31, 2002; or

(g) by the Shareholders, if the Average Price is less than the Stock Value; provided that the Shareholders deliver to Atmos written notice of the Shareholders' election to terminate this Agreement pursuant to this Section 12.01(g) at least three trading days prior to the Closing Date, and Atmos does not elect, by delivering written notice to the Shareholders prior to the Closing Date, to include in the Purchase Price additional consideration ("Additional Consideration"), payable at the sole discretion of Atmos in cash or shares of Atmos Common Stock, or any combination thereof, such that the sum of (i) the aggregate amount of cash paid by

Atmos pursuant to Section 1.02(i) and this Section 12.01(g) and (ii) the product of (A) the aggregate number of shares of Atmos Common Stock to be issued to the Shareholders pursuant to Section 1.02(ii) and this Section 12.01(g) and (B) the Average Price shall be equal to the Purchase Price.

12.02 Effect of Termination. If this Agreement is validly terminated pursuant to Section 12.01, this Agreement will forthwith become null and void, and there will be no liability or obligation on the part of the Shareholders or Atmos (or any of their respective officers, directors, employees, agents or other representatives or Affiliates) under this Agreement or in connection with the transactions contemplated hereby, except that the provision with respect to expenses in Section 14.03 will continue to apply following any such termination. Notwithstanding any other provision in this Agreement to the contrary, upon termination of this Agreement pursuant to Section 12.01(c) or (d), the parties will remain liable for any willful breach of this Agreement existing at the time of such termination, and any party damaged thereby may seek such remedies, including damages and reasonable fees of attorneys, against the other with respect to any such breach as are provided in this Agreement or as are otherwise available at law or in equity.

ARTICLE XIII DEFINITIONS

13.01 Definitions.

(a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

“Acquisition Proposal” means any proposal for a merger or other business combination to which the Company or any Subsidiary is a party or the direct or indirect acquisition of any equity interest in, or a substantial portion of the assets of, the Company or any Subsidiary, other than the transactions contemplated by this Agreement.

“Actions or Proceedings” means any action, suit, proceeding, arbitration or Governmental or Regulatory Authority investigation.

“Additional Consideration” has the meaning ascribed to it in Section 12.01(g).

“Adjustments” has the meaning ascribed to it in Section 1.03.

“Affiliate” means any Person that directly, or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning 10% or more of the equity securities of another Person shall be deemed to control that Person.

"Agreement" means this Stock Purchase Agreement and the Exhibits, the Disclosure Schedule and the Schedules hereto and the certificates delivered in accordance with Sections 8.03 and 9.03, as the same shall be amended from time to time.

"Assets and Properties" of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person.

"Assumed Employees" has the meaning ascribed to it in Section 7.04(a).

"Atmos" has the meaning ascribed to it in the forepart of this Agreement.

"Atmos Common Stock" has the meaning ascribed to it in Section 1.02(ii).

"Atmos Financial Statements" has the meaning ascribed to it in Section 5.07(b).

"Atmos SEC Reports" has the meaning ascribed to it in Section 5.07(a).

"Atmos Shares" has the meaning ascribed to it in Section 1.02(ii).

"Average Price" has the meaning ascribed to it in Section 1.02(ii).

"Benefit Plan" means any Plan established by the Company or any Subsidiary, or any predecessor or ERISA Affiliate of any of the foregoing, existing at the Closing Date or at any time within the five year period prior thereto, to which the Company or any Subsidiary contributes, has contributed, is obligated to contribute or otherwise has any liability, or under which any employee, former employee or director of the Company or any Subsidiary or any beneficiary thereof is covered, is eligible for coverage or has benefit rights.

"Books and Records" means all files, documents, instruments, papers, books and records relating to the Business or Condition of the Company, including financial statements, Tax Returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, Contracts, Licenses, operating data and plans and environmental studies and plans.

"Budget" means, for the fiscal year ending September 30, 2001, the Capital Expenditure Budget of the Company (a copy of which has been provided to Atmos), and for any fiscal year thereafter, the Capital Expenditure Budget of the Company for that year as approved by its Board of Directors; provided, that if such budget exceeds \$21,000,000 (exclusive of costs relating to the Tupelo Pipeline), or contains any category of material expenditures not in the Budget as of the date hereof the Company shall first obtain the consent of Atmos with respect to such budget, which consent shall not be unreasonably withheld or delayed.

“Business Day” means a day other than Saturday, Sunday or any day on which banks located in the State of Mississippi, New York or Texas are authorized or obligated to close.

“Business or Condition of the Company” means the business, assets, liabilities, financial condition or results of operations of the Company and the Subsidiaries taken as a whole.

“Cash Amount” has the meaning ascribed to it in Section 1.02(i).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the rules and regulations promulgated thereunder.

“CERCLIS” means the Comprehensive Environmental Response and Liability Information System, as provided by 40 C.F.R. §300.5.

“Claim Notice” means written notification pursuant to Section 11.02(a) of a Third Party Claim as to which indemnity under Section 11.01 is sought by an Indemnified Party, enclosing a copy of all papers served, if any, and specifying the nature of and basis for such Third Party Claim and for the Indemnified Party’s claim against the Indemnifying Party under Section 11.01, together with the amount or, if not then reasonably determinable, the estimated amount, determined in good faith, of the Loss arising from such Third Party Claim.

“Clarksdale Lawsuit” has the meaning ascribed to it in Section 1.03(b).

“Clarksdale Settlement Amount” means that amount designated as the Maximum Settlement Amount in the Letter Agreement, entered into as of the date hereof by and among Atmos, the Company and the Shareholders, with respect to the Clarksdale Lawsuit.

“CLAT” has the meaning ascribed to it in Section 3.01(a)(v).

“Closing” has the meaning ascribed to it in Section 2.01.

“Closing Date” means (a) the last Business Day of the month in which the last of the consents, approvals, actions, filings, notices or waiting periods described in or related to the filings described in Sections 8.05 and 8.06 and Sections 9.05 and 9.06 has been obtained, made or given or has expired, as applicable, or (b) such other date as Atmos and the Shareholders mutually agree upon in writing.

“Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“Company” has the meaning ascribed to it in the forepart of this Agreement.

“Company Common Stock” means the common stock, par value \$5.00 per share, of the Company.

"Company Shares" has the meaning ascribed to it in the forepart of this Agreement.

"Contract" means any agreement, contract, obligation, promise, undertaking, lease, License, evidence of Indebtedness, mortgage, indenture, security agreement or other agreement, whether written or oral, that is legally binding.

"Cut-off Date" means, with respect to any representation, warranty, covenant or agreement contained in this Agreement, the date, if any, on which such representation, warranty, covenant or agreement ceases to survive as provided in Section 10.01.

"Defined Benefit Plan" means each Benefit Plan which is subject to Part 3 of Title I of ERISA, Section 412 of the Code or Title IV of ERISA.

"Disclosure Schedule" means the schedule of disclosures delivered to Atmos by the Shareholders herewith and dated as of the date hereof, containing exceptions to, and other disclosures called for by, the representations and warranties set forth in Article IV. The statements contained in the Disclosure Schedule shall be arranged to correspond to the sections to which they relate and shall themselves be deemed the joint and several representations and warranties of the Shareholders.

"Dispute Period" means the period ending 60 days following receipt by an Indemnifying Party of either a Claim Notice or an Indemnity Notice.

"DOL" means the United States Department of Labor.

"Environmental Data" has the meaning ascribed to it in Section 7.09(c).

"Environmental Law" means any Law or Order relating to the regulation or protection of the environment, natural resources or human health and safety, including CERCLA and laws relating to the Release or threatened Releases of Hazardous Materials (including into ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport or handling of Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any Person who is in the same controlled group of corporations or who is under common control with any of the Shareholders or, before the Closing, the Company or any Subsidiary (within the meaning of Section 414 of the Code).

"Escrow Agent" has the meaning ascribed to it in Section 2.02.

"Escrow Agreement" has the meaning ascribed to it in Section 2.02.

“Escrow Funds” has the meaning ascribed to it in Section 2.02.

“Exchange Act” means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“FERC” means the Federal Energy Regulatory Commission.

“Financial Statements” means the consolidated financial statements of the Company and its consolidated subsidiaries delivered to Atmos pursuant to Section 4.08 or 6.06.

“Flash Fire / Explosion Claims” has the meaning ascribed to it in Section 1.03(c).

“GAAP” means generally accepted accounting principles, consistently applied throughout the specified period and in the immediately prior comparable period.

“Good Utility Practice” means any of the applicable practices, methods and acts engaged in or approved by a Governmental or Regulatory Authority or by a significant portion of the industry within the Company’s general geographic region and in which the Company and its Subsidiaries conduct their business and operations during the relevant time period which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost to the party being expected to apply Good Utility Practice, consistent with Law, good business practices and transmission and distribution reliability, safety and expedition. Good Utility Practice is intended to include practices, methods or acts generally accepted in the region in which the Company and its Subsidiaries conduct their business and operations, and is not intended to be limited to optimum practices, methods or acts to the exclusion of all others. Good Utility Practice does not include intentional disregard of contractual commitments, even if those commitments are uneconomic under current market conditions.

“Governmental or Regulatory Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any state, county, city or other political subdivision.

“Hazardous Material” means (i) any petrochemical or petroleum products, oil, natural gas liquids, coal ash, flammable explosives, radioactive materials, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs); (ii) any chemicals or other materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous substances,” “restricted hazardous materials,” “toxic substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar import under any Environmental Law; and (iii) any other chemical or other material or substance, exposure to which is now or hereafter prohibited, limited or regulated by any Environmental Law. Notwithstanding the foregoing, Hazardous Material shall not include natural gas or propane.

“HSR Act” means Section 7A of the Clayton Act (Title II of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended) and the rules and regulations promulgated thereunder.

“Indebtedness” of any Person means all obligations of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (iv) under capital leases, (v) under interest rate swaps, and (vi) in the nature of guarantees of the obligations described in clauses (i) through (v) above of any other Person.

“Indemnified Agents” has the meaning ascribed to it in Section 7.06(a).

“Indemnified Liabilities” has the meaning ascribed to it in Section 7.06(a).

“Indemnified Party” means any Person claiming indemnification under any provision of Article XI.

“Indemnifying Party” means any Person against whom a claim for indemnification is being asserted under any provision of Article XI.

“Indemnity Notice” means written notification pursuant to Section 11.02(b) of a claim for indemnity under Article XI, specifying the nature of and basis for such claim, together with the amount or, if not then reasonably determinable, the estimated amount, determined in good faith, of the Loss arising from such claim.

“Intellectual Property” means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, inventions, copyrights and copyright rights, know-how, trade secrets, confidential information, technical information, data, process technology, plans, drawings and blueprints, and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

“Investment Assets” means all debentures, notes and other evidences of Indebtedness, stocks, securities (including rights to purchase and securities convertible into or exchangeable for other securities), interests in joint ventures and general and limited partnerships, mortgage loans and other investment or portfolio assets owned of record or beneficially by the Company or any Subsidiary and issued by any Person other than the Company or any Subsidiary (other than trade receivables generated in the ordinary course of business of the Company and the Subsidiaries).

“IRS” means the United States Internal Revenue Service.

“June 30, 2001 Balance Sheet” has the meaning ascribed to it in Section 4.08(a).

"Knowledge of Atmos" means the actual knowledge, after reasonable investigation, of the following individuals: John P. Reddy; Laurie M. Sherwood and Louis P. Gregory.

"Knowledge of the Shareholders and the Company" means the actual knowledge, after reasonable investigation, of the following individuals: Matthew L. Holleman, III, Sanford B. Novick, Hugh F. Langley and Richard W. Wise.

"Laws" means all laws, statutes, rules, regulations, ordinances, codes, common law and other pronouncements having the effect of law of the United States or any state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

"Liabilities" means all Indebtedness, obligations and other liabilities of a Person (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

"Licenses" means all licenses, permits, variances, certificates of authority, grants, authorizations, approvals, exceptions, registrations, franchises, tariffs, orders (including any rate, rate relief and rate adjustment orders) and similar consents granted or issued by any Governmental or Regulatory Authority.

"Liens" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge, restriction, imperfection of title or other encumbrance of any kind, or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

"Loss" means any and all claims, damages, fines, penalties, deficiencies, liabilities, losses and expenses (including claims, interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment) and diminution in value, whether or not involving a third party claim.

"MPSC" means the Public Service Commission of the State of Mississippi.

"NPL" means the National Priorities List under CERCLA.

"Option" with respect to any Person means any security, right, subscription, warrant, option, "phantom" stock right or other Contract that gives the right to (i) purchase or otherwise receive or be issued any shares of capital stock of such Person or any security of any kind convertible into or exchangeable or exercisable for any shares of capital stock of such Person or (ii) receive or exercise any benefits or rights similar to any rights enjoyed by or accruing to the holder of shares of capital stock of such Person, including any rights to participate in the equity or income of such Person or to participate in or direct the election of any directors or officers of such Person or the manner in which any shares of capital stock of such Person are voted.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

“PBGC” means the Pension Benefit Guaranty Corporation established under ERISA.

“Permitted Lien” means (i) any Lien for Taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) any statutory Lien (other than any ERISA Lien) arising in the ordinary course of business by operation of Law with respect to a Liability that is not yet due or delinquent and (iii) any minor imperfection of title or similar Lien which individually or in the aggregate with other such Liens are immaterial in amount, do not impair materially the value or the use of the Asset or Property subject thereto, and will not result in any absence, loss or reversion of, or inability to transfer title or any termination of the right of use thereof.

“Permitted Transferee” has the meaning ascribed to it in Section 6.04.

“Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

“Plan” means any bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, stock purchase, stock option, stock ownership, stock appreciation rights, phantom stock, leave of absence, layoff, vacation, day or dependent care, legal services, cafeteria, life, health, accident, disability, workmen’s compensation or other insurance, severance, separation or other employee benefit plan, practice, policy or arrangement of any kind, whether written or oral, including, but not limited to, any “employee benefit plan” within the meaning of Section 3(3) of ERISA.

“PUHCA” means the Public Utility Holding Company Act of 1935, as amended, and the rules and regulations promulgated thereto.

“Purchase Price” has the meaning ascribed to it in Section 1.02.

“Qualified Plan” means each Benefit Plan which is intended to qualify under Section 401 of the Code.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or subsurface strata.

“Replacement Policy” means an insurance policy of the Company that replaces one or more insurance policies of the Company listed on the Disclosure Schedule; provided that

such insurance policy shall satisfy the representations and warranties set forth in Section 4.18 and the covenants set forth in Section 6.05(e).

“Representatives” has the meaning ascribed to it in Section 6.03.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Share Amount” has the meaning ascribed to it in Section 1.02(ii).

“Shareholder” has the meaning ascribed to it in the forepart of this Agreement.

“Stock Value” has the meaning ascribed to it in Section 1.02(ii).

“Subject Defined Benefit Plan” means each Defined Benefit Plan listed and described in the Disclosure Schedule.

“Subsidiary” means any Person in which the Company, directly or indirectly through Subsidiaries or otherwise, beneficially owns more than 50% of either the equity interests in, or the voting control of, such Person.

“System Property” has the meaning ascribed to it in Section 4.13(a).

“Tax” or “Taxes” means any federal, state, local, foreign, or other jurisdiction ad valorem, asset, capital, customs, documentary, duty, employment, estimated, excise, franchise, gross income, gross receipts, lease, license, net income, payroll, premium, profits, property, occupation, sales, service, service use, social security, stamp, severance, transaction privilege, transfer, unemployment, use, withholding or workers compensation tax, or other assessments, charges, fees, imposts, levies, taxes imposed as a result of “self-dealing,” “interested-party” or other prohibited transactions, or taxes of any kind whatever, together, in each instance, with any interest and penalties thereon and any additions to tax with respect thereto, including penalties for the failure to file any Tax Return, and any expenses incurred in connection with the determination, settlement or litigation of any Tax liabilities.

“Tax Return” means any return, declaration, report, claim for refund, information return, statement and other forms required to be filed with respect to any Taxes, including any schedule or attachment thereto, and including any amendments or supplements thereof.

“Third Party Claim” has the meaning ascribed to it in Section 11.02(a).

“Transfer Taxes” means all sales, use, transfer, real property transfer, reporting, gains, stock transfer and other similar taxes and fees arising out of or in connection with the transactions effected pursuant to this Agreement.

“Tupelo Pipeline” has the meaning ascribed to it in Section 6.07(d).

(b) Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement; and (v) the word “including” and its derivatives means “including without limitation” and corresponding expressions. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days or trading days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP. Any representation or warranty contained herein as to the enforceability of a Contract shall be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar Law affecting the enforcement of creditors’ rights generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Time is of the essence with respect to this Agreement.

ARTICLE XIV MISCELLANEOUS

14.01 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) to the parties at the following addresses or facsimile numbers:

If to Atmos, to:

Atmos Energy Corporation
1800 Three Lincoln Centre
5430 LBJ Freeway
Dallas, TX 75240
Attn: Louis P. Gregory
Facsimile No.: (972) 855-3080

with a copy to:

Gibson, Dunn & Crutcher LLP
2100 McKinney Avenue, Suite 1100
Dallas, TX 75201
Attn: Irwin F. Sentilles, III
Facsimile No.: (214) 698-3400

If to the Company, to:

Mississippi Valley Gas Company
P.O. Box 3348
Jackson, MS 39207
Attn: Matthew L. Holleman, III
Facsimile No.: (601) 961-6876

If to the Shareholders, to:

Robert M. Hearin Support Foundation
P.O. Box 2540
Jackson, MS 39207
Attn: Daisy Blackwell
Facsimile No.: (601) 961-6876

Estate of Leon Hess
c/o Hess Group LLC
1185 Avenue of the Americas
40th Floor
New York, NY 10036
Attn: Robert Connor
Facsimile No.: (212) 536 8488

Twenty-Five Year Charitable Lead Annuity Trust under the Will of Leon Hess
c/o Hess Group LLC
1185 Avenue of the Americas
40th Floor
New York, NY 10036
Attn: Robert Connor
Facsimile No.: (212) 536 8488

with a copy to:

Milbank, Tweed, Hadley & McCloy LLP
One Chase Manhattan Plaza
New York, NY 10005
Attn: Robert S. Reder, Esq.
Facsimile No.: 212-530-5219

Baker, Donelson, Bearman & Caldwell
P.O. Box 14167
Jackson, MS 39236
Attn: James K. Dossett, Jr.
Facsimile No.: (601) 592-7482

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section 14.01, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided in this Section 14.01, be deemed given upon receipt, and (iii) if delivered by mail in the manner described above to the address as provided in this Section 14.01, be deemed given upon receipt. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

14.02 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof, other than that certain confidentiality agreement between the parties dated October 13, 2000, which shall survive the execution and delivery of this Agreement in accordance with its terms and shall terminate at the Closing.

14.03 Expenses. Except as otherwise expressly provided in this Agreement (including as provided in Section 12.02), whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the Escrow Agreement and the transactions contemplated hereby and thereby; provided that the Shareholders shall (i) pay the fees and expenses of all investment banking firms (including Goldman, Sachs & Co.), legal counsel (including Milbank, Tweed, Hadley & McCloy LLP and Forman Perry Watkins Krutz & Tardy, PLLC), accountants (including Deloitte & Touche LLP), and other professional service providers retained on behalf of the Shareholders or the Company in connection with such transactions, and (ii) pay or reimburse the Company for any other out-of-pocket expenses required for the performance by the Company of its obligations under this Agreement. Notwithstanding the foregoing, all Transfer Taxes incurred in connection with the transactions contemplated by this Agreement shall be the responsibility of the Shareholders; and the Shareholders, on the one hand, and Atmos, on the other hand, shall each pay one-half of all filing fees under the HSR Act.

14.04 Public Announcements. At all times at or before the Closing, the Shareholders and Atmos will not issue or make any reports, statements or releases to the public with respect to this Agreement or the transactions contemplated hereby without the consent of the other, which consent shall not be unreasonably withheld or delayed. If either party is unable to obtain the approval of its public report, statement or release from the other party and such report, statement or release is required by Law in order to discharge such party's disclosure obligations, then such party may make or issue the legally required report, statement or release and promptly furnish the other party with a copy thereof. The Shareholders and Atmos will also obtain the other party's prior approval of any press release to be issued immediately following the Closing announcing the consummation of the transactions contemplated by this Agreement, which approval shall not be unreasonably withheld or delayed.

14.05 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such

term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative, except as otherwise expressly provided herein.

14.06 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

14.07 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person; provided that the Shareholders may enforce the provisions of Section 7.06 for the benefit of the Indemnified Agents.

14.08 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other party hereto and any attempt to do so will be void, except (a) for assignments and transfers by operation of Law and (b) that Atmos may assign any or all of its rights, interests and obligations hereunder to a wholly-owned subsidiary, provided that any such subsidiary agrees in writing to be bound by all of the terms, conditions and provisions contained herein, but no such assignment referred to in clause (b) shall relieve Atmos of its obligations hereunder. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

14.09 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

14.10 Consent to Jurisdiction. Each party hereby irrevocably consents to, and agrees to accept and acknowledge, service of any and all process against such party in any action, suit or proceeding arising out of or relating to the transactions contemplated by this Agreement by registered or certified mail to the address for such party as set forth in Section 14.01. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Delaware or any court of the State of Delaware in any such action, suit or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court, provided, however, that such consent to jurisdiction is solely for the purpose referred to in this Section 14.10 and shall not be deemed to be a general submission to the jurisdiction of said courts or in the State of Delaware other than for such purpose. Each party hereby irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.

14.11 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations

of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

14.12 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to a Contract executed and performed in such State, without giving effect to the conflicts of Laws principles thereof that would apply any other Law.

14.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14.14 Limitation on Trustee and Executor Liability. Notwithstanding anything contained in this Agreement to the contrary, Atmos acknowledges and agrees that the trustees of the Robert M. Hearin Support Foundation, the executors of the Estate of Leon Hess and the trustees of the CLAT have executed and delivered this Agreement, and any and all documents in connection herewith, solely as fiduciaries of such Foundation, Estate and CLAT, respectively, and not in their personal or individual capacities. Atmos agrees that it shall have no recourse against such trustees and executors in their individual or personal capacities under this Agreement, or under any certificate, representation, warranty, indemnification or other instrument delivered in connection herewith.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

ATMOS ENERGY CORPORATION

By: _____
Name:
Title:

MISSISSIPPI VALLEY GAS COMPANY

By: _____
Name:
Title:

ROBERT M. HEARIN SUPPORT FOUNDATION

By: _____
Name: Daisy S. Blackwell
Title: Trustee

By: _____
Name: Matthew L. Holleman, III
Title: Trustee

By: _____
Name: Robert M. Hearin, Jr.
Title: Trustee

By: _____
Name: Laurie McRee
Title: Trustee

By: _____
Name: E. E. Laird, Jr.
Title: Trustee

By: _____
Name: Alan W. Perry
Title: Trustee

ESTATE OF LEON HESS

By: _____
Name: Nicholas F. Brady
Title: Executor

By: _____
Name: John B. Hess
Title: Executor

By: _____
Name: Thomas H. Kean
Title: Executor

By: _____
Name: Burton T. Lefkowitz
Title: Executor

By: _____
Name: John Y. Schreyer
Title: Executor

**TWENTY-FIVE YEAR CHARITABLE LEAD ANNUITY
TRUST UNDER THE WILL OF LEON HESS**

Nicholas F. Brady, as Trustee of the Leon Hess 25 Year
Charitable Lead Annuity Trust under Article SIXTH of the
Last Will and Testament of Leon Hess

John B. Hess, as Trustee of the Leon Hess 25 Year
Charitable Lead Annuity Trust under Article SIXTH of the
Last Will and Testament of Leon Hess

Thomas H. Kean, as Trustee of the Leon Hess 25 Year
Charitable Lead Annuity Trust under Article SIXTH of the
Last Will and Testament of Leon Hess

Burton T. Lefkowitz, as Trustee of the Leon Hess 25 Year
Charitable Lead Annuity Trust under Article SIXTH of the
Last Will and Testament of Leon Hess

John Y. Schreyer, as Trustee of the Leon Hess 25 Year
Charitable Lead Annuity Trust under Article SIXTH of the
Last Will and Testament of Leon Hess

**Disclosure Schedule
to the
Agreement and Plan of Merger
and
Reorganization
dated as of September 21, 2001
by and among**

**ATMOS ENERGY CORPORATION,
MISSISSIPPI VALLEY GAS COMPANY**

and

THE SHAREHOLDERS NAMED ON THE SIGNATURE PAGES THEREIN

(the "Agreement")

This Company Disclosure Schedule is furnished by Mississippi Valley Gas Company (the "Company") to Atmos Energy Corporation as of the date hereof pursuant to and as part of the Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Disclosure Schedule relates to certain matters concerning the disclosures required and transactions contemplated by the Agreement. This Disclosure Schedule shall not be construed as indicating that such matter is required to be disclosed, nor shall such disclosure be construed as an admission that such information is material with respect to the Company and its Subsidiaries, taken as a whole, except to the extent required by the Agreement. This Disclosure Schedule is organized in sections to be responsive to the disclosure requirements of the corresponding sections of the Agreement, with appropriate cross-references. However, matters disclosed for the purposes of one section shall also suffice, without repetition or cross-reference, as a disclosure of information in another section if the disclosure in such section is sufficient on its face, without further inquiry by Atmos and without being misleading to Atmos, to inform Atmos that the information is relevant to such other section and is being disclosed so as to avoid a misrepresentation under the section of the Agreement to which such section of this Disclosure Schedule is responsive.

Headings have been inserted on the Sections of this Disclosure Schedule for convenience of reference only and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Agreement.

Section 4.05
Subsidiaries

The Company has the following Subsidiaries:

Mississippi Energies, Inc.
Incorporated: Mississippi
Authorized: 5,000,000
Issued: 1,000 (12/7/81)
Par Value: \$5.00

Mississippi Wastewater, Inc.
Incorporated: Mississippi
Authorized: 1,000
Issued: 500 (6/1/01)
Par Value: \$1.00


Mississippi Water, Inc.
Incorporated: Mississippi
Authorized: 1,000
Issued: 500 (6/1/01)
Par Value: \$1.00

All Stock is issued to Mississippi Valley Gas Company.

Mississippi is the only state in which these entities are qualified.

Disclosure of Investment as of May 31, 2001:

Mississippi Valley Gas Company

Jackson Industrial Development Corp ¹	\$12,500.00
Mortgage -- House in Clarksdale MS ²	\$44,949.34
Poindexter Park Property ³	\$25,063.46
Used Large tonnage Chiller ⁴	\$36,725.00
Lease/Purch Receivable -- Tougaloo College ⁵	\$60,375.01
	
Minor Investments	\$8,715.50
	<u>\$514,848.31</u>

¹ Amount invested in the corporation for 12,500 shares. Economic development project to acquire property for an industrial park in Byram, Mississippi.

² This is a mortgage on the district manager's home. It is a 15 year note dated October, 1998. He is making regular monthly payments.

³ This was the Company's investment in property adjacent to the Company's headquarters. The property may be redeveloped as part of a Habitat for Humanity redevelopment effort.

⁴ This was a repossession from a co-generation project (a 150 ton capacity chiller).

⁵ This is the remaining balance on a gas a/c project. Tougaloo College is making regular payments on the account.

Mississippi Energies

Equity Investment Legendary Lighting ⁷	\$ 23,027.35
Equity Investment Unitary GH&C ⁸	\$352,017.38
Note Rec & Accrued Interest – Legendary ⁹	<u>\$361,955.14</u>
	<u>\$736,999.87</u>

Total \$1,251,848.18

⁷ The Company invested in Legendary which manufactures gas lighting.

⁸ Unitary GH&C is an LLC through which several utilities have joined forces to develop natural gas air conditioning technology.

⁹ This amount represents funds advanced to Legendary.

Section 4.06(a) (ii) and (iii)
No Conflicts

- 1) Limited Liability Company Agreement for Legendary Lighting L.L.C., dated July 1, 1999, by Mississippi Energies, Inc., Bill Shook and Kathryn G. Shook (the "Legendary Agreement") – see Section 4.17(a)(iii)
[REDACTED]
- 2) Office leases - [REDACTED]
[REDACTED]
- 3) Computer and software licenses and leases – see Section 4.17 (a)(xii) for listing
- 4) Storage leases – The Company has numerous leases for its gas storage fields in Amory and Godwin - see Section 4.14(b) for listing
- 5) Hedges – The Master Swap Agreement dated February 24, 1997, between the Company and Semptra Energy Trading (a/k/a AIG Trading) [REDACTED]
[REDACTED]
- 6) [REDACTED]
[REDACTED]
[REDACTED]
- 7) [REDACTED]
[REDACTED]
- 8) [REDACTED]
- 9) Long-Term Debt – The Note Purchase Agreements between the Company and Provident Life and Accident Insurance Company require prior written consent. - see Section 4.17(a)(iv)
Put Rights §4.7 and Assumption Merger requirements/§§7.7, 16.3
- 10) Bank loans – The Company has revolving loans from AmSouth Bank and Trustmark National Bank – see Section 4.17(a)(iv). These loans may be repaid without penalty.
- 11) Oil and Gas Board well permits - see Section 4.18 for listing.
- 12) Environmental permits

State of Mississippi Discharge Waste Water Permit

Issued October 9, 1990

State of Mississippi Air Pollution Control Permit – Amory

Issued January 22, 1991

State of Mississippi Air Pollution Control Permit – Goodwin

Issued November 9, 1993

- 13) MPSC – The consent and approval of the MPSC is required to enter into the transactions contemplated in this Agreement.
- 14) Pipeline suppliers [REDACTED]
[REDACTED]
- 15) Gas suppliers [REDACTED]
[REDACTED]
- 16) Municipal franchises – see Section 4.07 for listing.
- 17) FCC licenses – see Section 4.18 for listing.
(consent required)
- 18) Pipeline Crossing Agreements and Licenses – The Company has numerous crossing agreements and licenses with railroads. [REDACTED]
[REDACTED] Samples of these agreements have been provided to Atmos.
- 19) [REDACTED]
[REDACTED]
- 20) Gas District Leases – see Section 4.14 for listing.
- 21) Municipal Leases – see Section 4.14 for listing.

Section 4.07
Governmental Approvals and Filings


Oil and Gas Board Well Permits:

The Company has certain permits related to its Amory and Goodwin storage fields. These permits must be transferred to the successor entity. See Section 4.18(a) for listing.

Environmental permits:

Air and water discharge permits – See Section 4.06(a)(ii) and (iii). The permits must be transferred to the successor entity.

Municipal Franchises:


The Company has franchises with the following Governmental or Regulatory Authorities:

Towns and Cities:

Aberdeen	Ackerman	Amory
Anquilla	Arcola	Belzoni
Benoit	Bolton	Boyle
Brooksville	Bruce	Calhoun City
Carrollton	Carthage	Cary
Clarksdale	Cleveland	Clinton
Coldwater	Columbus	DeKalb
Derma	Duncan	Durant
Edwards	Ethel	Eupora
Florence	Flowood	Goodman
Greenville	Greenwood	Grenada
Guntown	Hernando	Hollandale
Horn Lake	Indianola	Inverness
Isola	Ittabena	Jackson
Jonestown	Kosciusko	Learned
Leland	Lexington	Louisville
Lula	Lyon	Maben
Macon	Marigold	Mathiston
McCool	Meridian	Moorehead
Mound Bayou	Natchez	Nettleton
North Carrollton	Noxapater	Okolona
Pace	Pearl	Pickens
Pittsboro	Raymond	Rolling Fork
Rosedale	Saltillo	Shelby
Smithville	Starkville	Sunflower
Tunica	Tupelo	Vardaman
Verona	West Point	Winona
Woodland		

Counties:

Attala County	Bolivar County	Calhoun County
Carroll County	Chickasaw County	Choctaw County
Coahoma County	DeSoto County	Grenada County
Hinds County	Holmes County	Lauderdale County
Lee County	Leflore County	Monroe County
Montgomery County	Oktibbeha County	Rankin County
Sunflower County	Tunica County	Washington County
Webster County	Winston County	Yazoo County

FCC licenses - see Section 4.18 for listing.

See Section 4.06 (a)(ii) and (iii) item 20 (Gas District Leases) and item 21 (Municipal Leases).

Section 4.09
Financial Statements and Condition

(a)

June 30, 2001 unaudited financial statements begin on next page:

The condensed financial statements included herein have been prepared by the Company, without audit. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading. It is suggested that these condensed financial statements be read in conjunction with the financial statements and notes thereto included in the Company's latest annual report.

MISSISSIPPI VALLEY GAS COMPANY

STATEMENTS OF INCOME

NINE MONTHS ENDED JUNE 30, 2001 AND 2000

(Unaudited and in thousands of dollars, except per share data)

	<u>2001</u>	<u>2000</u>
Operating Revenues:		
Residential	\$158,799	\$ 80,220
Commercial	64,431	31,838
Industrial	53,561	32,077
Other	<u>34,461</u>	<u>19,566</u>
	311,252	163,701
Operating Expenses:		
Operations		
Gas Purchased and Transportation	247,001	103,995
Other	<u>28,289</u>	<u>23,366</u>
	275,290	127,361
Maintenance	4,471	4,174
Depreciation	5,205	4,963
General Taxes	9,148	6,811
Income Taxes	<u>5,124</u>	<u>6,640</u>
	299,238	149,949
Operating Income	<u>12,014</u>	<u>13,752</u>
Interest & Other Deductions (Income):		
Interest on Long Term Debt	2,662	2,061
Other Interest	1,276	1,306
Amortization of Debt Expense	190	190
Other (Net)	<u>(587)</u>	<u>(822)</u>
	3,541	2,735
Net Income	\$ 8,473	\$ 11,017
Unrealized Holding Loss	<u>(2,141)</u>	
Comprehensive Income	\$ 6,332	\$ 11,017
	=====	=====
Net Income Per Share of Common Stock	\$ 8,473	\$ 11,017
	=====	=====
Cash Dividends Per Share of Common Stock	\$ 1,700	\$ 2,200
	=====	=====
Common Shares Outstanding	1,000	1,000
	=====	=====

See schedule entitled Notes to Financial Statements.

MISSISSIPPI VALLEY GAS COMPANYSTATEMENTS OF INCOME

FOR THE TWELVE MONTHS ENDED JUNE 30, 2001 AND 2000

(Unaudited and in thousands of dollars, except per share data)

	<u>2001</u>	<u>2000</u>
Operating Revenues:		
Residential	\$170,407	\$ 88,533
Commercial	71,458	36,330
Industrial	65,891	40,600
Other	38,469	22,780
	<u>346,225</u>	<u>188,243</u>
Operating Expenses:		
Operations		
Gas Purchased and Transportation	271,463	118,501
Other	37,732	31,670
	<u>309,195</u>	<u>150,171</u>
Maintenance	5,934	5,638
Depreciation	6,885	6,582
General Taxes	11,072	8,678
Income Taxes	3,286	5,063
	<u>336,372</u>	<u>176,132</u>
Operating Income	<u>9,853</u>	<u>12,111</u>
Interest & Other Deductions (Income):		
Interest on Long Term Debt	3,346	2,786
Other Interest	1,765	1,534
Other (Net)	(815)	(800)
	<u>4,296</u>	<u>3,520</u>
Net Income	\$ 5,557	\$ 8,591
Unrealized Holding loss	<u>(2,141)</u>	
Comprehensive Income	\$ 3,416	\$ 8,591
	=====	=====
Net Income Per Share of		
Common Stock	\$ 5,557	\$ 8,591
	=====	=====
Cash Dividends Per Share		
of Common Stock	\$ 1,700	\$ 2,200
	=====	=====
Common Shares Outstanding	1,000	1,000
	=====	=====

See schedule entitled Notes to Financial Statements.

MISSISSIPPI VALLEY GAS COMPANY

BALANCE SHEETS

JUNE 30, 2001 AND 2000

(Unaudited	and	in	thousands	of	dollars)
			JUN. 30		JUN.30
			2001		2000
<u>ASSETS:</u>					
GAS UTILITY PLANT			\$275,816		\$262,214
Less: Reserve for Depr. & Amort.			126,396		121,030
Net Plant			149,420		141,184
OTHER INVESTMENTS:			1,440		1,134
<u>CURRENT ASSETS:</u>					
Cash & Temporary Cash Investments			8,846		1,496
Receivables Less Reserves			24,160		15,952
Materials & Supplies			20,977		15,347
Prepayment & Other			(1)		771
Total Current Assets			53,982		33,566
<u>MERCHANDISE RECEIVABLES:</u>					
due after 1 year			6,676		7,129
DEFERRED CHARGES			305		229
TOTAL			\$211,823		\$183,242
			=====		=====
<u>STOCKHOLDERS' INVESTMENT & LIABILITIES</u>					
<u>STOCKHOLDERS' INVESTMENT:</u>					
Common Stock			\$ 5		\$ 5
Paid in Capital			8,520		8,520
Retained Earnings			78,650		74,793
Acc other Comprehensive Inc			(2,141)		
Total			85,034		83,318
LONG TERM DEBT			45,000		35,000
Total Capitalization			130,034		118,318
<u>CURRENT LIABILITIES</u>					
Notes Payable Current			25,700		
Accounts Payable			13,763		11,786
Customers' Deposits			10,368		10,019
Accrued Taxes			5,172		6,630
Cust. Adv. for Const.			336		525
Other Current Liabilities			9,982		20,597
Total Current Liabilities			65,321		49,557
<u>DEFERRED CREDITS:</u>					
Deferred Investment Tax Credits			1,492		1,640
Deferred Income Tax			14,731		13,705
Refunds from Gas Suppliers			205		4
Other			40		18
Total Deferred Credits			16,468		15,367
TOTAL			\$211,823		\$183,242
			=====		=====

MISSISSIPPI VALLEY GAS COMPANY

STATEMENTS OF STOCKHOLDERS' INVESTMENT
NINE MONTHS ENDED JUNE 30, 2001 AND 2000
(Unaudited and in thousands of dollars)

	<u>Common Stock</u>	<u>Paid-In Capital</u>	<u>Retained Earnings</u>	<u>Comp. Income</u>	<u>Total</u>
<u>2001</u>					
Balance 9/30/00	\$ 5	\$8,520	\$71,877	\$	\$80,402
Net Income		8,473		8,473	
Unrealized Holding Loss				(2,141)	(2,141)
Cash Dividends			(1,700)		(1,700)
Balance 06/30/01	\$ 5	\$8,520	\$78,650	\$(2,141)	\$85,034
	=====	=====	=====	=====	=====
<u>2000</u>					
Balance 9/30/99	\$ 5	\$8,520	\$65,976	\$74,501	
Net Income			11,017	11,017	
Cash Dividends			(2,200)	(2,200)	
Balance 06/30/00	\$ 5	\$8,520	\$74,793	\$83,318	
	=====	=====	=====	=====	=====

See accompanying schedule entitled
Notes to Financial Statements

MISSISSIPPI VALLEY GAS COMPANY

STATEMENTS OF CASH FLOWS NINE MONTHS ENDED JUNE 31, 2001 AND 2000 (Unaudited and in thousands of dollars)

	<u>2001</u>	<u>2000</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	\$ 8,473	\$11,017
Adjustments to reconcile net income to net cash provided from operating activities:		
Depreciation and amortization	5,937	5,667
Provision (benefit) for deferred taxes	680	862
Amortization of deferred investment tax credits	(111)	(111)
Equity in earning of sub	186	112
Changes in operating assets & liabilities:		
(Inc)/Dec in receivables	(7,160)	(5,464)
(Inc)/Dec in inventories	(2,329)	(595)
(Inc)/Dec in prepayments & other	(630)	(511)
(Inc)/Dec in deferred gas cost	(238)	1,663
Inc/(Dec) in accounts payable	2,279	2,651
Inc/(Dec) in accrued taxes	1,759	3,447
Inc/(Dec) in deferred pipeline refunds & other deferred credits	(74)	(33)
Inc/(Dec) in other current liabilities	(771)	(2,036)
NET CASH PROVIDED/(USED) BY OPERATING ACTIVITIES	<u>8,001</u>	<u>16,669</u>
CASH FLOWS FROM INVESTMENT ACTIVITIES:		
Capital expenditures for utility plant	(12,524)	(14,852)
Investments in oil & gas properties		
Other investment activities	(488)	(488)
NET CASH USED IN INVESTING ACTIVITIES	<u>(13,012)</u>	<u>(15,340)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments on long-term debt		(2,100)
Dividends Paid	(1,700)	(2,200)
Decrease (increase) in customer advances & const.	(144)	(21)
Increase (decrease) notes payable current	13,900	2,350
Decrease (increase) in customer deposits	493	288
Proceeds from issuance of long-term debt		
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>12,549</u>	<u>(1,683)</u>
NET INCREASE IN CASH & CASH EQUIVALENTS	7,538	(354)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	<u>1,308</u>	<u>1,850</u>
CASH AND CASH EQUIVALENTS AT END OF PERIOD	<u>\$ 8,846</u>	<u>\$ 1,496</u>
	=====	=====

MISSISSIPPI VALLEY GAS COMPANY

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND
RESULT OF OPERATION
PERIOD ENDING JUNE 30, 2001 AND 2000

LIQUIDITY AND CAPITAL RESOURCES

The Company has sufficient liquidity to meet all presently foreseeable obligations. The Company also maintains a bank credit agreement under which it may borrow up to a maximum of \$35,000,000 at a LIBOR based rate of interest. At JUNE 30, 2001 \$25,700,000 was outstanding under this line.

MISSISSIPPI VALLEY GAS COMPANY

NOTES TO FINANCIAL STATEMENTS
PERIODS ENDED JUNE 30, 2001 AND 2000

ADDITIONAL INFORMATION SIGNIFICANT TO INVESTORS:

- '1) Most of the Company's customers use gas for heating and the volumes of gas sold and related revenues are much greater in winter months than other months of the year. Gas sales vary with temperature and other weather conditions. Weather during the calendar months of October, 2000 - April, 2001 was 36.1% colder than the same months in the prior year and 19.9% colder than the 30 year normal. In January 1998, the Company implemented a "weather normalization" adjustment to the rates applied to much of its sales volume billed between approximately November 15 and May 15 of each year. This change has the effect of reducing the impact of temperature on the Company's operating margin. The above comparative temperature information does not have the same relevance to the Company's comparison of the Company's operating margin as in previously reported periods.

MISSISSIPPI VALLEY GAS COMPANY

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND
RESULTS OF OPERATIONS
PERIOD ENDING JUNE 30 2001, AND 2000

RESULTS OF OPERATIONS

Comparison of nine months ended June 30, 2001 to
nine months ended June 31, 2000

The Company recorded net income of \$8,473,000 for the nine months ended June 30, 2001, compared to net income of \$11,017,000 for the same period of the prior year, a decrease of 23.1%.

Operating revenues for the first nine months of fiscal 2001 were \$311,252,000 or 190.1% higher than those recorded in the same period of fiscal 2000. The increase can be attributed to a 4,099,000 MCF or 12.5% increase in billed sales volume, and a \$3.45 per MCF increase in the average sales price for natural gas. Also, Unbilled Revenue decreased by \$926,784. Gas purchase and transportation costs increased \$143,006,000 or 237.5%. The increase reflects a \$3.59 per MCF increase in the average purchase price, and a 4,561,000 MCF or 14.7% increase in purchased gas volume. Other operating and maintenance expense increased by \$5,198,000 or 18.9% over the prior year. This increase includes a charge for impairment of customer accounts receivable for \$3,276,000. Unrealized holding losses of \$2,141,000 are related to system supply hedges on gas purchases for large industrial customers.

Comparison of twelve months ended June 30, 2001 to
twelve months ended June 30, 2000

Net income for the twelve months ended June 30, 2001 totaled \$5,556,000 compared to \$8,592,000 for the previous calendar year, a 35.3% decrease.

Operating revenues for the twelve months ended June 30, 2001 increased by \$157,982,000. or 83.9% from the previous year. The average sales price per MCF increased by \$3.47, and the billed sales volume increased by 3,877,000 MCF. Unbilled Revenue was \$758,000 higher than the prior comparable 12 month period. Natural gas purchase and transportation cost increased \$152,963,000 or 229.1%. Other operating and maintenance expense increased \$6,338,000 or

17.0%. This increase includes a charge for impairment of customer accounts receivable for \$3,480,000. Unrealized holding losses of \$2,141,000 are related to system supply hedges on gas purchases for large industrial customers.

(b)

[REDACTED]

[REDACTED]

(c)

The Company started a wastewater operation through a new subsidiary, Mississippi Wastewater, Inc. The Company's investment to date is less than \$10,000.

The Company purchased the Williamsville natural gas and water systems pursuant to an Asset Purchase Agreement dated April 18, 2001, amended by letter agreement dated June 29, 2001, an Assignment and Assumption Agreement dated June 29, 2001, and a Bill of Sale, Assignment and Conveyance, dated June 29, 2001, all between the Company and MS-1 Distribution and Storage Company. The acquisition was approved by the MPSC. The Company is certificated as a water distributor. The Company will use commercially reasonable efforts to transfer the water systems to Mississippi Water, Inc., the newly created subsidiary prior to the Closing. Mississippi Energies entered into new contracts with a third party developer to install the wastewater systems.

The Company acquired certain Union Gas Company properties and related leases pursuant to two (2) Asset Purchase Agreements in November 2000. The first Agreement includes the Tchula, Crenshaw and Sledge Systems and the second is for Flora, Lucedale, Bude, Roxie and Meadville. The acquisition was approved by the MPSC.

The service area of the Company experienced extremely cold weather during the 2000-2001 heating season. The resulting demand for natural gas, coupled with high natural gas prices during the same period, resulted in very large consumer bills. Service accounts receivables remain higher than normal at June 30 because of extended payment needs of customers. Additionally, writeoffs of uncollectable accounts will be significantly larger than in previous years. The MPSC issued an order dated January 10, 2001, a copy of which has been provided, limiting the Company's rights to terminate service for failure to pay.

The required accrual for the periodic pension expense under FAS 87 has been calculated and is expected to be approximately \$1,277,000 greater in fiscal 2002 than in fiscal 2001.

The components of the net periodic pension expense for each year are tabled below. The most significant differences in the year-to-year calculations are the elimination of amortization of Actuarial Gains and Losses and the reduction in Expected Return on Assets.

The Unrecognized Actuarial Gain and Losses are amortized to periodic expense to the extent that this amount exceeds 10% of plan assets. The reduction in this unrecognized gain or loss from \$12,980,618 to \$4,625,773 during 2001 resulted in the elimination of the amortization of the gain (a \$630,597 credit in fiscal 2001). The amortization of the Unrecognized Actuarial Gain and Loss ceased because the \$4,625,773 amount was less than 10% of the plan assets. The expected return on assets for the upcoming year declined by \$359,906 as the result of a reduction in plan assets of \$4,367,470 during the fiscal 2001 measurement year.

Expected Pension Expense for 2001-2002

Service Cost	\$1,148,993
Interest Cost	3,338,819
Expected Return on Assets	4,006,219
Amortization of Transition (Asset) or Obligation	(241,354)
Amortization of Prior Service Cost	137,299
Amortization of (Gain)/Loss	0
Net Periodic Pension Cost/(Income)	\$ 377,538

Net Periodic Pension Cost for 2000-2001

Service Cost	\$1,092,081
Interest Cost	3,109,095
Expected Return on Assets	4,366,125
Amortization of Transition (Asset) or Obligation	(241,354)
Amortization of Prior Service Cost	137,299
Amortization of (Gain)/Loss	(630,597)
Net Periodic Pension Cost/(Income)	\$ (899,601)

(d)

(ii)

Company believes that from 1986 through 2000 persons were stealing gas from Company by means of a secret tap on a transmission line input meter. Estimated losses were approximately 850,000 mcf or \$1.9 million dollars. These losses did not affect Company's net income since they were recovered by the purchased gas adjustment ("PGA") mechanism. Company has made a claim against its insurer for all sums lost and is holding back funds due a gas seller under ongoing gas purchases. Any recovery will be credited to the PGA and will not affect Company net income. At May 31, 2001 the accrued and unpaid obligation for amounts held back was \$138,340.89.

(iii)

No amendments to the Company's Articles of Incorporation or Bylaws have occurred since September 30, 2000; however, Mississippi Water, Inc. and Mississippi Wastewater, Inc., wholly-owned subsidiaries of the Company, were chartered subsequent to such date.

(iv)

Since September 30, 2000, no transactions between the Company or any Subsidiary and any Shareholder have occurred except the location of certain books and records of the Robert M. Hearin Support Foundation along with office equipment at the Company's 711 West Capitol Street office at no charge.

(v)

Since September 30, 2000, the following dividends have been paid:

Common Stock Dividend 11/10/2000	\$500,000
Common Stock Dividend 01/05/2001	\$700,000
Common Stock Dividend 04/20/2001	\$500,000
Common Stock Dividend 07/06/2001	\$500,000

(vi)

Since September 30, 2000, no capital expenditure (or series of related capital expenditures) has been made by the Company or any Subsidiary outside the ordinary course of business or inconsistent with past practice except:

- Acquisition of selected properties of Union Gas Company (approx. \$1,000,000)
- Acquisition of water and gas properties at Williamsville (approx. \$100,000)
- Investment in real property for resale to Habitat For Humanity – Poindexter Park Project (approx. \$25,000)

(vii)

The Contract between Mississippi Valley Gas Company and the International Chemical Workers Union Council United Food and Commercial Workers Union International and Its Local 1047C was negotiated for a two-year period (May 1, 2001 through April 30, 2003). The past practice has been to operate under a one-year contract.

(x)

[REDACTED]

[REDACTED]

(xii)

Under Company's Stable/Rate Tariff ("Stable/Rate Tariff") file with the MPSC there is an annual filing to re-determine the allowed rate of return on equity ratebase. The Spring 2001 filing changed this allowed rate from 11.41% to 10.78% (benchmark return is from 10.92 to 10.29 plus performance adder of 49 basis points).

(xiii)

(A) Stable/Rate Tariff

(B) Extension of a Tennessee Gas Pipeline Contract for 5 years by letter agreement dated June 29, 2001. The new expiration date is August 31, 2007.

(C) Terminations of two Gulf South Pipeline contracts. These contracts were terminated as a result of the acquisition of the Williamsville assets. These areas are being supplied by the Company pursuant to the Company's existing agreements with Gulf South Pipeline.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 4.10
Taxes

(a)

[REDACTED]

(b)

A copy of the allocation of taxes through which the component members of a controlled group of corporations consent under the provisions of Section 1561(a)(1) to allocate amounts in each taxable income bracket and the alternative minimum tax exemption that was filed with the tax return for the fiscal year ended 09/30/00 has been provided to Atmos.

(c)

Currently, the Company is a member of an affiliated group of corporations within the meaning of Code Section 1504(a). A brother-sister controlled group exists between Company and H-H Corporation.

(g)

[REDACTED]

(h)

[REDACTED]

(i) -

Currently, the Company and Subsidiaries pay taxes and file federal tax returns and Mississippi tax returns. The following Taxes are paid:

- Federal Income Tax
- Federal Excise Tax
- Federal Unemployment Tax
- Federal Employers Withholdings
- Federal Social Security Tax
- Mississippi Income Tax
- Mississippi Sales and Use Tax
- Mississippi Unemployment Tax
- Mississippi Employers Withholdings
- Mississippi Compressed Gas Tax
- Mississippi Compressed Gas Locomotive Tax
- Mississippi Franchise Tax

In addition, the following taxes are paid:

- Municipal Franchise Tax
- Special City Tax Tupelo

Municipal Franchise Tax and Property and Ad Valorem Taxes are paid to Taxing jurisdictions throughout the state of Mississippi. Company also pays Ad Valorem Taxes in Bienville Parrish, LA and West Virginia regarding storage.

Under the provisions of Section 77-3-87, Mississippi code, the Company is required to pay taxes based on gross revenue to provide annual support for the MPSC.

(l) -

Mississippi Energies, Inc. currently has an interest in Legendary Lighting LLC and Unitary GH&C Products LLC. In prior years Mississippi Energies, Inc. has had an interest in certain oil and gas investment partnerships.

Section 4.11
Legal Proceedings

Pending Legal Proceedings

[REDACTED]

(a)(1) Flash Fire/Explosion Claims

Julies Powell, Individually and on Behalf of all Wrongful Death Beneficiaries of Elaine Powell, Deceased, and Larry Powell, and Mary Ann Quinn; Circuit Court of Bolivar County, Mississippi, Second Judicial District; Cause No. 2001-46 filed May 18, 2001.

[REDACTED]

Amy Perkins, an individual, vs. Mississippi Valley Gas Company; Rheem Manufacturing Co.; Elkhart Brass Manufacturing Company, Inc.; Mueller Brass; Lee Fittings; NIBCO; U.S. Brass Company, and unnamed Defendant Numbers 1 – 22; Circuit Court of Hinds County, Mississippi, First Judicial District; Civil Action No. 251-00-411CIV filed April 26, 2000.

[REDACTED]

Wyketha Pruitt, Individually and on Behalf of the Wrongful Death Beneficiaries of Javodney McCloud, Deceased vs. Mississippi Valley Gas Company, American Water Heater Company, and John Does 1-10; Circuit Court of Noxubee County, Mississippi; Civil Action No. 2000-111; filed August 16, 2000.

[REDACTED]

Doris Hopkins vs. Mississippi Valley Gas Company; Circuit Court of Noxubee County, Mississippi; Civil Action No. 2001-253, filed August 14, 2001. [REDACTED]

Sonja Stewart, f/k/a Sonja Lamb, mother and next friend of Teddy L. Pigg, individually and as a wrongful death beneficiary of Teddy L. Pigg and Kristie Pigg, a minor and wrongful death beneficiary of Teddy L. Pigg vs. Mississippi Valley Gas Company, Unnamed Defendants A, B, and C; Circuit Court of Hinds County, Mississippi First Judicial District, Civil Action No. 251-99-1206CIV filed December 2, 1999.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C:\DOCUME~1\ifs\LOCALS~1\Temp\DisclosureSchedule10.doc





[REDACTED]



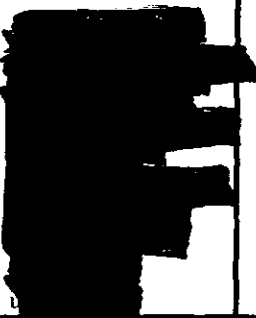

(a)(2) Non-Flash Fire/Explosion Claims

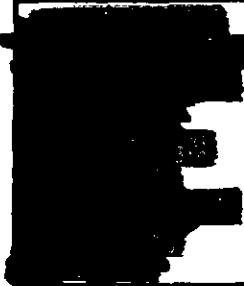
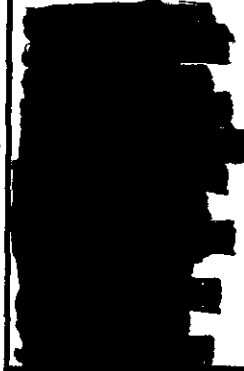

Mississippi Valley Gas Company vs. **City of Clarksdale Public Utilities Commission**; filed November 7, 1996 Chancery Court of Coahoma County; Civil Action No. 96-0829. Transferred to Circuit Court of Coahoma County, Mississippi by Order dated January 28, 1997; Civil Action No. 14CI-97-0006.

[REDACTED]

See table beginning on the next page for additional cases.

Case Name	Case Number	County Filed	D/Acc	D/Filed
Chase Properties, LLC v Karen L. Cummins d/b/a and Mississippi Valley Gas 	CO-2001-0094	DeSoto	1/1/01	1/30/01
Community Construction v Mississippi Valley Gas 	251-00-634	Hinds	9/1/99	6/16/00
Frank Ewell v Mississippi Valley Gas and Stanley Coleman 	98-0131	Clay	2/4/98	8/17/98
Derrell Garth v Mississippi Valley Gas and Jerry L. Mitchell 	25101561	Hinds	4/8/99	5/29/01

Case Name	Case Number	County Filed	D/Acc	D/Filed
Harold Ivory v Mississippi Valley Gas 	25101378	Hinds	11/22/00	4/6/01
Clara Thomas v Micheal Towles and Mississippi Valley Gas 	25101503	Hinds	4/25/01	5/11/01
Patty Walker v Mississippi Valley Gas 	CV2001-006	DeSoto	1/14/99	1/09/01
Laura Whitehead v Mississippi Valley Gas and Essex Johnson 	14CI98-0063	Coahoma	7/31/95	4/28/98

Case Name	Case Number	County Filed	D/Acc	D/Filed
				
JoAnn Houston, Louis Houston, v Mississippi Valley Gas Dainyel Houston, Stacey Houston, and Renada Houston 	251-97-617-CIV	Hinds	1/9/95	6/10/97
Anice Nason v. Mississippi Valley Gas Company 	2001-484	Monroe County		8/27/01

An Initial Incident Report is made on any fire, explosion or other similar type incident involving a customer even if there is no indication of gas involvement or Company negligence. The Initial Incident Reports are directed to Rick Wise, the Company's general counsel. The Company is not aware of any other incidents which would give rise to liability but future claims may be made in regard to the reported incidents. These reports are too voluminous to list but are available for inspection at the 711 West Capitol Street office.

[REDACTED]

(b)

There are numerous Orders issued by the MPSC that are applicable to the Company and the Business that are too voluminous to list here.

The Company is not aware of any Orders that have materially adversely affected or could reasonably be expected, individually or in the aggregate, with other such Orders, to materially adversely affect the Business or Condition of the Company, except the MPSC order issued January 10, 2001, limiting the ability to terminate a customer for failure to pay. See also Section 4.18 – Oil and Gas Board Permits.

Section 4.12
Compliance with Laws and Orders; Regulatory Filings

Since September 30, 1997, neither the Company nor any Subsidiary has received any notice or other communication from any Governmental or Regulatory Authority regarding any violation, or failure to comply with, any Law or Order, in any material respect, or to undertake, or to bear all or any portion of the cost of, any remedial action or correct any unsafe condition or practice of any nature with respect thereto or effect a refund to customers or a recall of appliances or goods sold to customers except:

OSHA Report – Inspection Number: 302396098, Inspection Date(s): 4/25/2000-4/26/2000, Issuance Date: 10/18/2000, Inspection Site: Goldstein St., Hollandale, MS, Citation and Notification of Penalty (6 pages) (with attached Invoice/Debt Collection Notice 2 pages) (1 page reply to the Area Director)

Letter dated October 24, 2000 to Leroy J. Hebert re: Inspection Number 3023966072 & 302396098, 2 pages (with attached Informal Settlement Agreement 2 pages)

Pipeline Safety – Letter dated April 8, 1999 to Thomas Davis, Operator, Williamsville Gas Dept. from MS Public Service Commission, Re: Inspection of March 18, 1999

Unaccounted For Gas Form – Williamsville Water Co., Inc., Date: 7/1/97-6/30/98

Letter dated December 5, 1997, Re: Incident No. 372114, 3547 W. Capitol Street

Letter dated December 3, 1997, Re: Inspection of November 13, 1997 and October 21, 1997, Indianola

Letter dated December 3, 1997, Re: Inspection of November 10, 1997, Macon

Letter dated January 12, 1998, Re: Inspection of December 15, 1997, Meridian

Letter dated January 12, 1998, Re: Inspection of December 19, 1997, Kosciusko and Durant

Letter dated December 11, 1997, Re: Inspections of November 11, 1997, Greenville

Letter dated January 11, 1999, Re: Inspection of December 4, 1998, Meridian

Letter dated February 9, 1999, Re: Inspection of December 29, 1998, Tupelo

Letter dated February 8, 1999, Re: Inspection of January 19, 1999, Anguilla

Letter dated April 20, 1999, Re: Special Inspection of March 25, 1999, East Mississippi State Hospital, Meridian

Letter dated August 9, 1999, Re: Inspection of July 28, 1999, Calhoun City

Letter dated September 30, 1999, Re: Inspection of August 20, 1999, Macon

Letter dated November 22, 1999, Re: Inspection of November 16 & 17, 1999, Southaven

Letter dated December 6, 1999, Re: Inspection of November 30, 1999, Meridian

Letter dated December 22, 1999, Re: Inspection of November 23, 1999, Greenville

Letter dated December 21, 1999, Re: Inspection of December 15 & 16, 1999, Tunica

Letter dated October 18, 2000, Re: Inspection of October 1, 2000, Amory

Letter dated November 8, 2000, Re: Inspection of October 24, 2000, Macon

Letter dated December 7, 2000, Re: Inspection of November 23, 2000, Belzoni

Letter dated December 7, 2000, Re: Inspection of November 16, 2000, Durant

Letter dated December 7, 2000, Re: Inspection of November 20, 2000, Indianola

Letter dated December 7, 2000, Re: Inspection of November 30, 2000, Cleveland

Letter dated December 7, 2000, Re: Inspection of November 21, 2000, Greenville

Letter dated June 18, 2001, Re: Inspection of May 30, 2001, Macon

Letter dated March 5, 2001, Re: Inspection of January 23, 2001, Meridian

Letter dated February 28, 2001, Re: Inspection of January 17, 2001, Yazoo City

Letter dated January 24, 2001, Re: Inspection of January 24, 2001, Clarksdale

Letter dated December 4, 1997, Re: Inspection of November 26, 1997, Tchula

Letter dated May 10, 1999, Re: Inspection of April 29, 1999, Tchula

Letter dated February 17, 1998, Re: Inspection of January 22, 1998, Crenshaw

Letter dated November 3, 1999, Re: Second Notice, Crenshaw

Letter dated June 11, 1999, Re: Inspection of May 14, 1999, Bude

Letter dated August 7, 2001 to Morris Baker, Re: Inspection of July 27, 2001

Letter dated August 7, 2001 to Wayne Burrell, Re: Inspection of June 21, 2001

Letter dated July 10, 2001 to Roy Stubbs, Re: Inspection of June 20, 2001

Letter dated July 10, 2001 to Roy Stubbs, Re: Inspection of June 7 & 19, 2001

Letter dated July 5, 2001 to Andy Treadway, Re: Inspection of June 27, 2001

Letter dated July 5, 2001 to Eric Singletary, Re: Inspection of June 28, 2001

Letter dated June 11, 2001 to Doyle Cummins, Re: Inspection of May 30, 2001

Letter dated May 29, 2001 to Todd Fuller

Letter dated May 10, 2001 to Dan Oglesbee, Re: Inspection of April 27, 2001

Letter dated May 8, 2001 to Doug Covington, Re: Inspection of April 27, 2001

Letter dated April 26, 2001 to Kenneth Kent, Re: Special Inspection of April 4, 2001

Letter dated February 7, 2001 to Billy Byrd, Re: Inspection of January 23, 2001

State Oil & Gas Board Matters:

Letter dated February 23, 1998 "Show Cause Letter", Re: Amory Gas Storage Field, Monroe County, MS, Carter No. 4

Letter dated February 20, 1998, Re: Amory Gas Storage field, Monroe Co., MS, requesting an extension of time to correct the violation – incorrectly cited Rule 64 coverage storage caverns, instead of Rule 67

Letter dated February 5, 1998, Re: Carter No. 4, Amory Field, Monroe County, MS, regarding Rule 64, Underground Storage Wells.

Letter dated February 18, 1998, Re: Goodwin Gas Storage Field, Amory Gas Storage Field, Monroe, Lee and Itawamba Counties, MS (with attached letter dated February 18, 1998 to the MS State Oil and Gas Board, Kent Ford)

Voluntary appliance recalls by manufacturer of Monessen fireplace logs (3/99)

Section 4.13
Benefit Plans; ERISA

(a)

The Company maintains the following Benefit Plans:

- (1) Employee and Dependent Medical Insurance Plan
"Healthy You Benefit" – Officers, Directors, District Managers
- (2) Retiree and Spouse Medicare Supplement Plan
- (3) Retiree Life Insurance
- (4) MVG Retiree Welfare Benefit Plan Collectively Bargained Employees
- (5) MVG Retiree Welfare Benefit Plan Non-Collectively Bargained Employees
- (6) Dental Insurance Plan
- (7) Section 125 Cafeteria Plan
Dependent Insurance Premium
Unreimbursed Medical Spending Account
Flexible Dependent Care Spending Account
- (8) Life Insurance & Accidental Death & Dismemberment
- (9) Long Term Disability
- (10) Mississippi Valley Gas Company 401K Savings Account
- (11) Mississippi Valley Gas Company 401K Savings Account for Union
Employees
- (12) Defined Benefit Pension Plan
- (13) Gratuitous/Severance Pay Plan
- (14) Christmas Turkeys
- (15) Other miscellaneous benefits as described in our personnel policy manual

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b)

Retiree Life Insurance (paid 100% by the Company)

1. Employees who retired after April 1, 1977 (class 4 on schedule of insurance provided to Atmos) are subject to a \$10,000 maximum.
2. Retirees – Frozen Class (class 5 on the schedule of insurance provided to Atmos).

Retiree Medical Insurance (Company pays 50% of the established premium)

1. Retirees (under the age 65) have the same \$1,000,000 medical coverage as any active employee.
2. Retirees (65 and older) have a \$250,000 Medicare supplement.

Jefferson Pilot Financial Insurance Company, Amendment No. 1 Mississippi Valley Gas Company Health Insurance Booklet (reference pages 3, 4, 5, 6, and 7) has been provided to Atmos.

The following tables list:

Table 1. Retirees with pension, medical, and life benefits (non-union).

Table 2. Retirees with pension, medical, and life benefits (union).

Table 3. Surviving spouses drawing a “death benefit” from the pension plan with medical benefits.

Table 4. Surviving spouses drawing a “death benefit” from the pension plan with **NO** medical benefits.

Table 5. Inactive employees drawing a “vested benefit” from the pension plan. There are no medical or life benefits for this group.

Table 6. Inactive employees with a “deferred vested benefit” from the pension plan. There are no medical or life benefits for this group.

Section 4.13 (b)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 4.13 (b)

[REDACTED]

Section 4.13 (b)

[REDACTED]

Section 4.13 (b)

[REDACTED]

Section 4.13 (b)

[REDACTED]

Section 4.13 (b)

[REDACTED]

(h)

The Company leases its offices in Yazoo City and Natchez from the Company's pension plan pursuant to written lease agreements.

(i)

Defined Benefit Pension Plan:

As of 10/01/2000, the results were as follows:

Market value of assets = \$56.9 million

Plan termination liability = \$46.5 million

Excess assets = \$10.4 million

The plan termination liability was calculated using the GATT assumptions, as called for by the plan (plan section 2.43 as amended by the amendment executed on 10/10/1996). The liability is calculated as the present value of the deferred accrued benefits (with payments beginning at age 65), and do not reflect the values of any subsidized early retirement benefits.

(m)

All Executive Plans, the Gratuitous Pay Plan and all Benefit Plans for union employees and Section 125 Cafeteria Plans (for the current plan year). See also paragraph (o) below.

(n)

Medical Insurance Plan – MVG is self-insured for its employee and retiree insurance programs.

Active employees and dependent premiums are established by the amount of claims expense that occurs in a three (3) year period. Claims expense and the number of employees electing dependent coverage are averaged over the last three calendar year period. Actuarially the costs are assigned to employee only, employee/spouse, employee/child and family premiums. At the present time the Company has subsidized the employee/child and family premiums with a credit of \$43.50 per month. Since we do not know the amount of claims expense that will happen in the calendar year 2001, we do not know what the premium calculation will be for May 1, 2002. The premium increase has a direct affect on the number of employees electing dependent coverages.

Re-insurance is purchased through Blue Cross/Blue Shield of Mississippi for active employees and dependents. Our specific stop-loss is set at \$75,000 for an individual claim. The aggregate stop-loss insurance (1.25 x prior year claims history) has never been utilized in any year since 1993.

Retiree premiums are based on a one-year period. The Company pays 50% of the premium costs associated with the retiree and the retiree's spouse. At death of a retiree the retiree's spouse is allowed to continue medical coverage as long as the spouse pays 100% of the spouse's premium.

(o)

Retiree and Spouse Medicare Supplement Plan

Retiree Life Insurance

MVG Retiree Welfare Benefit Plan Collectively Bargained Employees

MVG Retiree Welfare Benefit Plan Non-Collectively Bargained Employees

[REDACTED]

Executive Plans

Collective Bargaining Agreement – see Section 4.17 (ix)

Gratuitous Pay Plan – The Company has communicated to employees in writing and orally that employees who have 10 or more years of continuous service with the Company have a vested benefit equal to one day's pay for each full year of continuous service. The Company accrues a liability for this "vested" benefit.

(p)

The consummation of the Merger will result in the vesting of certain rights under the Executive Plans (See Section 4.13(a) for a listing of such plans). The Executive Plans require the payment of certain severance benefits calculated as a multiple of annual compensation and the maintenance of certain insurance coverage and health benefits.

Section 4.14
Real Property

(a)

The Columbus office building is built on leased 16th section land. The Mississippi Constitution set aside all 16th section lands in trust for the benefit of public schools in Mississippi. Historically, these lands have been leased on a long term (99 year, renewable forever) basis at less than market rates with the leases considered to be the equivalent of fee simple title. There is currently litigation between the leaseholders and the Mississippi Secretary of State (as Trustee) over the validity of these leases. The Company is not a party to any of these suits, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Company leases office space to Galaxie Corporation and Capitol Street Corporation and separate space to Employee Credit Union at 711 West Capitol Street Building. The rent is \$687.50 per month. The Credit Union lease is not a written agreement. The Credit Union lease is on a month-to-month basis for \$350 per month.

The Company leases a pipeline to Weyerhaeuser that the Company uses to serve Weyerhaeuser's Columbus, Mississippi facility.

(b)

The Company has leases with the following Gas Districts: Deer Creek; Delta Natural Gas; Bolivar Natural Gas – see chart below.

The Company has leases with the following Municipal Gas Systems: Tchula, Flora, Roxie, Bude, Meadville – see chart below.

The Company has numerous agreements related to crossing of railroad property. Samples of agreements with Illinois Central Gulf Railroad Company, Kansas City Southern Railway Company and Gulf, Mobile and Ohio Railroad Company have been provided. We do not represent that all such agreements are based on the same sample form or consistent with the sample. All of the crossing agreements are available for inspection at 711 West Capitol Street.

The Company has numerous leases related to its gas storage fields at Goodwin and Amory. Copies of leases and a list of the payees under such agreements have been provided. See listing of such leases below.

The Company leases office space in Natchez and Yazoo City in buildings that are owned by the Company's Defined Benefit Pension Plan. See Section 4.13(h)

Office Leases

The Company leases office space from various third parties. These leases are listed below:

Location	Date	Parties	
Aberdeen, MS	April 1, 1997	Aberdeen Big Star, Inc	
Amory, MS	April 27, 1999	Arch Dalrymple Realty Company, Inc.	
Belzoni, MS	May 1, 2001	Mississippi Delta Realty Corporation	
Columbus, MS	September 16, 1994	Grace Ingram Caldwell and Brownwell Realty, Inc.	
Greenville, MS	July 9, 1998	MTP, Inc.	
Houston, MS	July 31, 1998	Fred Nabors	
Indianola, MS	October 20, 1992	Gresham Service Stations, Inc.	
Lucedale, MS	September 7, 1983	Dorothy D. Broome, Jean D. Burrows and Jackaline D. Stringfellow	
Lucedale, MS	January 1, 1979	J. W. Griffin and Lillie Mae Fendley Griffin	
Macon, MS	September 1, 2000	John L. Holcombe and Emma Louise Holcombe	
Rolling Fork, MS	August 1, 2001	Southland Realty	
Tunica, MS	November 17, 1999	Tunica Rentals, Inc.	
Winona, MS	June 1, 2001	W. H. Morrow	
Yazoo City, MS	June 30, 1964	Trustmark National Bank as successor to Deposit Guaranty Bank & Trust Company, Trustee for the Mississippi Valley Gas Company Retirement Plan (Yazoo City)	
Natchez, MS	1958	Trustmark National Bank as successor to Deposit Guaranty Bank & Trust Company, Trustee for the Mississippi Valley Gas Company Retirement Plan (Natchez)	
Natchez, MS	December 1, 1988	Trustmark National Bank as successor to Deposit Guaranty Bank & Trust Company, Trustee for the Mississippi Valley Gas Company Retirement Plan (Natchez)	
Natchez, MS	October 28, 1998	Trustmark National Bank as successor to Deposit Guaranty Bank & Trust Company, Trustee for the Mississippi Valley Gas Company Retirement Plan (Natchez)	
Greenville, MS	May 7, 1965	Mr. & Mrs. Jerome S. Hafter	
Greenville, MS	May 6, 1987	Mr. & Mrs. Jerome S. Hafter	
Greenville, MS	March 6, 1997	Mr. & Mrs. Jerome S. Hafter	

Municipal Leases

Parties	Date
Town of Tchula and The Union Gas Company	January 3, 1985
Town of Flora and The Union Gas Company	February 1, 1987
Town of Bude and The Union Gas Company	February 3, 1987
Town of Meadville and The Union Gas Company	February 3, 1987
Town of Roxie and The Union Gas Company	October 2, 1995

Consent to Assignment of Municipal Leases (in connection with the Union Gas transfer to the Company)

Town of Flora – consent letter dated January 30, 2001
 Town of Meadville – consent letter dated December 11, 2000
 Town of Bude – consent letter dated December 11, 2000
 Town of Tchula – consent letter dated August 9, 2000
 Town of Roxie – consent letter dated December 11, 2000

Gas District Leases

Title of Agreement	Parties	Date
Lease Agreement	Deer Creek Natural Gas District and Mississippi Power & Light Company	April 28, 1951
Amendment Extending Lease Agreement	Deer Creek Natural Gas District and Mississippi Valley Gas Company	July 30, 1974
Second Amendment Extending Lease Agreement	Deer Creek Natural Gas District and Mississippi Valley Gas Company	October 20, 1999
Lease Agreement	Delta Natural Gas District and Mississippi Power and Light Company	September 18, 1950
First Supplement to Lease Agreement	Delta Natural Gas District and Mississippi Valley Gas Company	June 27, 1961
Amendment Extending Lease	Delta Natural Gas District and Mississippi Valley Gas Company	July 30, 1975
Lease Agreement	Bolivar Natural Gas District and Mississippi Power and Light Company	August 17, 1950
Amendment Extending Lease	Bolivar Natural Gas District and Mississippi Valley Gas Company	July 5, 1974
Letter Agreement (effective date is August 18, 1995)	Bolivar Natural Gas District and Mississippi Valley Gas Company	November 4, 1998

The following is a list of payees under the Goodwin and Amory Storage Field leases, grouped according to origination of lease:

GOODWIN STORAGE LEASES

June 1993

Lynn and Myrtle J. Bryan
Lee Hollis and Francis W. Burt
Glyn and Judy T. Hester
E.B. and Mary Dale Rogers
John Jameson and Elizabeth Nichles Rogers
Lillian S. Sadler
Morris H. and Hazel G. Williams
William C. and Laura Beth Wiygul

July 1993

Maveline B. Bennett
Leslie and Earline T. Blake
Maxine Causey, widow, Jerry Causey, Larry Causey, and
Terry Causey, being all heirs at Law of Frank Causey,
deceased, here in dealing with their separate property.
Calvin Douglas and Minnie Lou Potter
Jimmy W. and Billie P. Pounders
Jimmy Lynn and Peggy Ann Roberts
Porter and Eugene T. and Monroe Roberts
D. Spencer and Glema Dale Young
Donald Wayne and Rebecca J. Young
Doyle H. and Virginia H. Young

August 1993

Juanita K. Ausbon
Ophia Corrine Bailey Berryhill
Mrs. Dorothy B. Finley
Annie K. Carpenter
Earl B. Gray and Jennifer L. Gray
Eddie Wayne Gray
Ida Mae Gray
Lucille Gray
Margie K. Hoots
Lillian A. Knight
Audrey K. Laney

Ramona Gray Laney and Jackie Laney
Liberty Baptist Church
D.Spencer Young, Henry Brown, George W. Ridings,
Curtis Smith, and A.R. Harlow Trustees of
Liberty Cemetery
John T. and Catherine M. Witlock
Glema Dale K. Young
Jennifer Morris Young
P.T. and Evie Rue Young

September 1993

Robert E. and Kathy G. Alvis
Ophia Corrine Bailey Berryhill
Henry A. and Ruth Brown
James Dennis Brown
Lynn and Myrtle J. Bryan (Surface Lease)
Mrs. Alma Cox
B.L. and Holly K. Curtis
Thomas Michael and Julie Nan Dickerson
James S. Edwards
William C. Edwards, Jr. and Barbara Edwards
Tamela Hope Francis and Jeffrey Francis
Earl B. Gray
Glyn and Judy T. Hester (Surface Lease)
Ramona Laney, Jackie Laney, Ida Mae Gray (Surface Lease)
Jnaice T. and Ronald D. McCollum
Donald and Louise Mills
Clyde Moody and Glenda Moody
Joy Taylor Rieves
Euple R. Sansing
William M. and Shauna Sansing
A.M. and Doris Stevens
Tami and Johnny Sullivan
James Richard Taylor and Melinda J. Taylor
Vera Neal Taylor, James Richard Taylor, Melinda j. Taylor,
Janice T. McCollum and Ronald D. McCollum
Murlis and JoAnn Underwood
Murlis and JoAnn Underwood
Clyde H. Vickery - transfer interest from Nancy Jones Carvan
Donald Wayne and Rebecca J. Young (Surface Lease)

October 1993

John E. Berryhill
Jack W. Berryman and Flora A. Berryman
Jeff T. and Angie B. Bowen
Jerry M. and Shirley I. Box
Ruble D. and Lisa P. Burroughs
Lyman C. Craft, Jo Alra Craft, Agnes Craft Dillan,
Wanda Craft Wood
Kathy L. and Marvin Easter
John R. and Judy Estes
Donnis Y. and Robert S. Gold
Bill and Shirley Hester
Herman L. and Dyann R. Hester
Michael and Stephanie Hester
Mary Kathryn Mullins Hill
Augustus M. and Elizabeth Holley
Henry K. and Lucille D. House
Frank Jones and Wanda Jones
George Michael Knight and Sandra Lynn Knight
James Herman Knight and Lillie Faye Knight
Robert E. and Nancy C. Knight
Russell L. Knight and Tina B. Knight
Medford H. and Dorothy A. Knowles
John S. and Marolyn G. Knowles
Adelene Knight Metcalfe
Charles T. and Sonja Thorn Mullins
Elizabeth H. and James G. Mullins
James M. and Nancy Finley Mullins
Jerry A. and Sandra G. Parker
Delora Y. Rikard
Madgell Conwill Roberts
Wayne Conwill, Conservator of the Estate
Madgell Conwill Roberts (Replaces above agreement)
Aubrey F. Jr. and Marie R. Rogers
Ruth P. Ross
Jo H. Sims
Eddie B. and Janet R. Sullivan
Juanita and Lennon Thorn
Thomas D. and Kathy R. Thorn
Judy M. and Michael L. Tucker
Mary F. Weeks
David W. and Christine R. Young

November 1993

Ruby F. and Otis M. Allred

Judy Baulch

Ricky L. and Lynn Burt

James D. and Elaine A. Bynum

Billy R. and Leila B. Capps

Brenda E. and James D. Capps

Jimmy G. and Carolyn J. Capps

Vera M. Capps

Cullen D. Edwards, Jr. Family Trust, Anita Carol Carr, Trustee
for the Cullend, Edwards, Jr. Family Trust

Arvie L. Causey

Larry J. and Glenda K. Causey

Zada Lue Causey, Jerry F. Causey, Cynthia Anne Carroll

Zada G. and Jerry F. Causey

Bobbie J. and Andy D. Coggins

John Patrick and Peggy H. Duckworth

Mike B. and Carol H. Duckworth

Tommy and Tammy Edwards

Gary and Tammy Flurry

Virginia M. and Lewis E. Gilmore

Brenda J. Green and Johnny R. Green

Betty and Billy Harper

Estella Holley

Michael and Tina Johnson

Larry W. and Carmon L. Kennedy

Jackie L. Lann

Doralee Lynn Morris

Pat O'Callaghan and Debbie O'Callaghan

Virginia and John C. O'Quinn

Wade Presley

Samual L. and Rhonda K. Ray

Larry Joe Richardson

Ricky L. and Lisa G. Rye

J. M. Scriber and Minnie Scriber

Carlos M. Jr. and Sammy W. Sullivan

Ann and Earl Welch

William D. Wilson

December 1993

James V. and Virginia Cartwright

James S. and Johnnie R. Gibson

Pearl M. Haynes
Michael D. and Judy Scriber
Shirley J. Scriber
Jewel Waddle
Helen Williams
Morris and Hazel G. Williams

January 1994
David William Brown
Dewey Harris, Conservator of the Estate of Orphis Atkins
Martha D. Holley
Clyde and Molene Lann
Lee County Board of Supervisors, Lee County, MS
Moree County Board of supervisors, Monroe County, MS
David W. Young and Christine R. Young

February 1994
Charles H. and Wanda Holley
Itwamba County Board of Supervisors

April 1994
Robert S. Gold and Donnis Y. Gold
Goldie Malone
Wayne Presley and Patricia J. Presley
Danny Randolph and Diane Randolph
Homer Lee Wright
Dizzine M. Wright
Hazel R. Wright

May 1994
Lynn Bryan and Myrtle J. Bryan (surface lease)
Helen Worthy Martin and Peggy Worthy Plunkett (surface
David Brent and Amy Susan Scribner

June 1994
Glyn Hester and Judy T. Hester (surface lease)
Liberty Baptist Church (surface lease)
David W. Young & Christine R. Young

June 1996
William H. Howard

AMORY STORAGE LEASES

Riley Dabbs And Wife, Lillian R Dabbs

Danny Ray Shields And Wife, Jennifer Lynn G. Shields

Ralph Reeves And Wife, Bobby Lee T. Reeves

Trustees Of Rocky Springs Missionary Baptist Church

Robert D. Campbell, Jr And Wife, Deborah Lynn Campbell

Carl Conners And Wife, Rosalie Faye F. Conners

Warren G. Mcneese And Wife, Mona T. Mcneese

Larry C. Mcneese And Wife, Carol Mcneese

Clifford Rye And Wife, Anice Holt Rye

W. O. 'Buck' Carter

Ronald Wayne Talley And Wife, Naomi W. Talley

Margaret Alley Longnecker, Paul Flanagan And The

Peoples Bank & Trust Company Co-Trustees Under The

Will Of T.I. Longnecker, Deceased

Michael R. Hall

Marie W. Hall

Douglas Carter And Wife, Thelma Carter

Clara Frances Dabbs

William G. Haney And Wife, Martha Haney

Luther Chevreul Harris |

Stanley Harris | --E.B. Harris Estate

Lalia Harris | Heirs Apparent

Luther Chevreul Harris And Wife, Willadene Harris

Lillian Roberts Dabbs

James A. High, Jr., Trustee

Roy Boggan Oil Pool

J. A. Crisler

Ben R. Henderson

Leona H. Long

Trustees Of The Grand Lodge Free and Accepted Masons

Of Wisconsin

The following are documents related to the Goodwin and Amory Storage Field. The Company has approximately 65% of the storage rights to the Amory Storage Field. The Company has in excess of 95% of the storage rights to the Goodwin Storage Field.

Goodwin Storage Field

<u>Title</u>	<u>Lessor/Borrower</u>	<u>Date</u>	<u>Acres</u>	<u>County</u>
Subordination Agreement	Frank Causey & Maxine Causey	01/26/94		Lee
Subordination Agreement	Thomas Michael Dickerson & Julie Nan Dickerson	01/26/94		Lee
Subordination Agreement	Glyn Hester	01/26/94		Lee
Subordination Agreement	John C. O'Quinn & Virginia O'Quinn	01/26/94		Lee
Subordination Agreement	David R. Young & Christine R. Young	01/26/94		Lee
Subordination Agreement	Donald W. Young & Virginia O'Quinn	01/26/94		Lee
Subordination Agreement	David W. Young	01/26/94		Lee
Subordination Agreement	Medford Knowles & Dorothy Knowles	01/26/94		Lee
Subordination Agreement	John Scottie Lou Knowles & Marilyn G. Knowles	01/26/94		Lee
Subordination Agreement	Jack Knowles	01/26/94		Lee
Subordination Agreement	Henry K. House & Lucille Day House	01/26/94		Lee
Subordination Agreement	James S. Gibson & Johnnie K. Gibson	01/26/94		Lee
Gas Storage Agreement	Lynn Bryan & Myrtle J. Bryan	06/24/93	115	Lee
Gas Storage Agreement	Ruth K. Craft	10/25/93	19	Lee
Gas Storage Agreement	James S. Gibson & Johnnie R. Gibson	12/15/93	4.995	Lee
Gas Storage Agreement	Glyn Hester & Judy T. Hester	06/30/93	60	Lee
Subordination Agreement	Glyn Hester	02/04/94		Lee
Subordination Agreement	Glyn Hester	01/26/94		Lee
Gas Storage Agreement	Martha D. Holley	01/12/93	70	Lee
Gas Storage Agreement	Henry K. House & Lucille D. House	10/25/93	5	Lee
Subordination Agreement	Henry K. House & Lucille Day House	01/26/94		Lee
Gas Storage Agreement	John S. Knowles & Marolyn G. Knowles	10/25/93	18.50	Lee
Gas Storage Agreement	Medford H. Knowles & Dorothy A. Knowles	10/21/93	31	Lee
Subordination Agreement	Medford Knowles & Dorothy Knowles	01/26/94		Lee
Gas Storage Agreement	Billy S. Davis & Bill Benson	01/94	35.0	Lee
Gas Storage Agreement	Porter H. Roberts, Eugene T. Roberts & Monroe Roberts	07/30/93	20.00	Lee
Gas Storage Agreement	Porter Roberts, Eugene T. Roberts & Monroe Roberts	07/30/93	20	Lee
Gas Storage Agreement	Virginia O'Quinn & John C. O'Quinn	11/12/93	1.33	Lee & Itawamba
Gas Storage Agreement	David W. Young & Christine R. Young	06/03/94	1	Lee
Subordination Agreement	David W. Young & Christine R. Young	01/26/94		Lee
Subordination Agreement	David W. Young	01/26/94		Lee
Gas Storage Agreement	D. Spencer Young & Glema Dale Young	07/93	74	Lee
Gas Storage Agreement	William C. Wiygul & Laura Beth Wiygul	06/28/93	164	Monroe
Gas Storage Agreement	George Michael Knight &	10/07/93	110	Monroe

	Sandra Lynn Knight			
Gas Storage Agreement	James Herman Knight & Lillie Faye Knight	10/06/93	110	Monroe
Gas Storage Agreement	Lillian A. Knight	08/05/93	110	Monroe
Gas Storage Agreement	Robert E. Knight & Nancy C. Knight	10/07/93	110	Monroe
Gas Storage Agreement	Russell L. Knight & Tina B. Knight	10/06/93	110	Monroe
Gas Storage Agreement	Audrey K. Laney	08/05/93	110	Monroe
Gas Storage Agreement	Clyde Lann & Molene Lann	01/20/94	29	Monroe
Gas Storage Agreement	Jackie L. Lann & Lynda P. Lann	11/04/93	2	Monroe
Gas Storage Agreement	Goldie Malone	04/21/94	.50	Monroe
Gas Storage Agreement	Janice T. McCollum & Ronald D. McCollum	09/08/93	1	Monroe
Gas Storage Agreement	Adelene Knight Metcalfe	10/11/93	110	Monroe
Gas Storage Agreement	Clyde Moody & Glenda Moody	09/08/93	.50	Monroe
Gas Storage Agreement	Doralee Lynn Morris	11/02/93	4.70	Monroe
Gas Storage Agreement	Galvin Douglas Potter & Minnie Lou Potter	07/7/93	51.50	Monroe
Gas Storage Agreement	Jimmy W. Pounders & Billie P. Pounders	07/14/93	25.50	Monroe
Gas Storage Agreement	Wayne Presley & Patricia J. Presley	04/26/94	.50	Monroe
Gas Storage Agreement	Wade Presley	11/04/93	1	Monroe
Gas Storage Agreement	Danny Randolph & Diane Randolph	04/26/94	2	Monroe
Gas Storage Agreement	Joy Taylor Rieves	09/08/93	13	Monroe
Gas Storage Agreement	Larry Joe Richardson	11/08/93	1.70	Monroe
Gas Storage Agreement	Jimmy Lynn Roberts & Peggy Ann Roberts	07/14/93	101	Monroe
Gas Storage Agreement	Madgell Conwill Roberts	10/21/93	51.50	Monroe
Gas Storage Agreement	John Jameson Rogers & Elizabeth Nickles Rogers	06/24/93	158	Monroe
Gas Storage Agreement	J. M. Scribner & Minnie Scribner	12/14/93	1	Monroe
Gas Storage Agreement	J. M. Scribner & Minnie Scribner	11/01/93	2.20	Monroe
Gas Storage Agreement	Michael D. Scribner & Judy Scribner	11/18/93	1.50	Monroe
Gas Storage Agreement	Shirley J. Scribner	11/18/93	1.50	Monroe
Gas Storage Agreement	James Richard Taylor & Melinda J. Taylor	09/08/93	1	Monroe
Gas Storage Agreement	Vera Neal Taylor, James Richard Taylor, Melinda J. Taylor, Janice T. McCollum, Ronald D. McCollum, being all the heirs at law of James T. Taylor	09/08/93	25	Monroe
Gas Storage Agreement	Jewel Waddle & Leaton Waddle	01/12/94	1	Monroe
Gas Storage Agreement	John T. Whitlock & Catherine M. Whitlock	08/05/93	40	Monroe
Gas Storage Agreement	Helen Williams	12/14/93	1	Monroe
Gas Storage Agreement	Morris Williams & Hazel G. Williams	12/13/93	.75	Monroe
Gas Storage Agreement	Morris H. Williams & Hazel G. Williams	07/01/93	113.61	Monroe
Gas Storage Agreement	William D. Wilson	11/16/93	.59	Monroe
Gas Storage Agreement	Annie Lee Wright	04/18/94	1.45	Monroe
Last Will & Testament	Annie Lee Wright	11/10/80		
Death Certificate	Annie Lee Wright	05/15/96		
Gas Storage Agreement	Dizzine M. Wright	06/15/94	.50	Monroe
Gas Storage Agreement	Hazel R. Wright	04/25/94	1.58	Monroe
Gas Storage Agreement	David W. Young &	01/05/94	1.50	Monroe

	Mary Christina R. Young			
Gas Storage Agreement	Donald Wayne Young & Rebecca J. Young	07/02/93	110	Monroe
Surface Lease	Donald Wayne Young & Rebecca J. Young	09/93	2.90	Monroe
Gas Storage Agreement	Doyle H. Young & Virginia T. Young	07/07/93	153	Monroe
Gas Storage Agreement	Glema Dale K. Young	08/05/93	110	Monroe
Gas Storage Agreement	Jennifer Morris Young	08/25/93	38	Monroe
Gas Storage Agreement	P. T. Young & Evie Rue Young	08/03/93	164	Monroe
Gas Storage Agreement	Joann Underwood, Nell Underwood, Eugene Baggett, Patsy Robinson, Mike Baggett, Tami Sullivan, Wayne Baggett, Murlis Underwood, Bervin Underwood, Julia Baggett, Mike Robinson, Donna Baggett, Johnny Sullivan & Peggy Baggett	09/18/93	15	Itawamba
Gas Storage Agreement	Ruby F. Allred & Otis M. Allred	11/09/93	1.06	Itawamba
Gas Storage Agreement	Robert E. Alvis & Kathy G. Alvis	09/09/93	1	Itawamba
Gas Storage Agreement	John E. Berryhill	10/14/93	59	Itawamba
Gas Storage Agreement	Ophia Corrine Bailey Berryhill	09/22/93	22	Itawamba
Gas Storage Agreement	Jeff T. Bowen & Angie B. Bowen	10/28/93	13	Itawamba
Gas Storage Agreement	Henry A. Brown & Ruth Brown	09/21/93	1	Itawamba
Gas Storage Agreement	Ruble D. Burroughs & Lisa P. Burroughs	10/29/93	2	Itawamba
Gas Storage Agreement	James D. Bynum & Elaine A. Bynum	11/09/93	8	Itawamba
Gas Storage Agreement	Billy R. Capps & Leila B. Capps	11/10/93	1.06	Itawamba
Gas Storage Agreement	Brenda E. Capps & James D. Capps	11/16/93	1.06	Itawamba
Gas Storage Agreement	Jimmy G. Capps & Carolyn J. Capps	11/08/93	1.06	Itawamba
Gas Storage Agreement	Vera M. Capps	11/09/93	1.06	Itawamba
Gas Storage Agreement	Nancy Jones Carvan	09/22/93	5.36	Itawamba
Gas Storage Agreement	Cullen D. Edwards Jr. Family Trust, Anita Carol Carr, Trustee	11/11/93	1.26	Itawamba
Gas Storage Agreement	Bobbie Jean Coggins & Andy D. Coggins	11/09/93	1.06	Itawamba
Gas Storage Agreement	B. L. Curtis & Holly K. Curtis	09/09/93	8	Itawamba
Gas Storage Agreement	Tommy Edwards & Tammy Edwards	11/04/93	.59	Itawamba
Gas Storage Agreement	Donald Mills & Louise Mills	09/28/93	2.42	Itawamba
Gas Storage Agreement	John R. Estes & Judy Estes	10/07/93	.80	Itawamba
Gas Storage Agreement	Virginia M. Gilmore & Lewis E. Gilmore	11/10/93	1.06	Itawamba
Gas Storage Agreement	Earl B. Gray	09/22/93	.25	Itawamba
Gas Storage Agreement	Larry W. Kennedy & Carmon Lavern Kennedy	11/04/93	1	Itawamba
Gas Storage Agreement	Kay Moffett & Ricky E. Moffett	10/20/94	1	Itawamba
Gas Storage Agreement	Jerry A. Parker & Sandra G. Parker	10/14/93	1.30	Itawamba
Gas Storage Agreement	Aubrey F. Rogers, Jr. & Marie R. Rogers	10/13/93	17.50	Itawamba
Gas Storage Agreement	E. B. Rogers, also known as Ernest B. Rogers & Mary Dale Rogers	06/17/93	318.52	Itawamba
Gas Storage Agreement	Ruth P. Ross	10/05/93	20	Itawamba
Gas Storage Agreement	Ricky L. Rye & Lisa G. Rye	11/12/93	.33	Itawamba
Gas Storage Agreement	Lillian S. Sadler	06/93	320	Itawamba
Gas Storage Agreement	David Brent Scribner & Amy Susan Scribner	05/03/94	.588	Itawamba
Gas Storage Agreement	D. Spencer Young, Henry Brown,	08/05/93	4.44	Itawamba

	George W. Ridings, Curtis Smith & as Trustees and Committeemen of Liberty Cemetery			
Gas Storage Agreement	D. Spencer Young, Henry Brown, George W. Ridings, Curtis Smith & R. Horlow as Trustees and Committeemen of Liberty Cemetery	08/05/93	10	Itawamba
Gas Storage Agreement	Carlos M. Sullivan, Jr. & Sammy W. Sullivan	11/11/93	2	Itawamba
Gas Storage Agreement	Eddie B. Sullivan & Janet R. Sullivan	10/27/93	3.50	Itawamba
Gas Storage Agreement	Tami Sullivan & Johnny Sullivan	09/18/93	.50	Itawamba
Gas Storage Agreement	Thomas D. Thorn & Kathy R. Thorn	10/26/93	3.40	Itawamba
Gas Storage Agreement	Murlis Underwood & Joann Underwood	09/18/93	1.75	Itawamba
Gas Storage Agreement	Mary F. Weeks	10/21/93	6.3	Itawamba
Warranty Deed	H & H Timber, Inc. (Grantor) John D. Burk & Jeffrey C. Houin, Jr. (Grantees)	04/01/99	160	Monroe
Gas Storage Agreement	Juanita K. Ausbon	08/05/93	110	Monroe
Gas Storage Agreement	Judy Baulch	11/16/93	1.72	Monroe
Gas Storage Agreement	Maveline B. Bennett	07/08/93	41.0	Monroe
Gas Storage Agreement	Jack W. Berryman & Flora A. Berryman	10/12/93	78	Monroe
Gas Storage Agreement	Leslie Blake & Thrace Earline Blake	07/14/93	69	Monroe
Warranty Deed	Leslie Blake, et ux (Grantor) William Wilson, et ux (Grantee)	05/03/88	.59	Monroe
Gas Storage Agreement	Jerry M. Box & Shirley I. Box	10/14/93	1	Monroe
Gas Storage Agreement	David William Brown	01/19/94	40	Itawamba & Monroe
Gas Storage Agreement	James Dennis Brown	09/23/93	6	Monroe
Gas Storage Agreement	Lee Hollis Burt & Frances W. Burt	07/01/93	130.3	Monroe
Gas Storage Agreement	Ricky L. Burt & Lynn Burt	11/08/93	1	Monroe
Gas Storage Agreement	Inez K. Burt	08/05/93	110	Monroe
Gas Storage Agreement	Edwin Caldwell, Herman Baggett, Eugene Pearson & Murlis Underwood, as Deacons of Liberty Baptist Church	08/25/93	11	Monroe
Gas Storage Agreement	Debbie O'Callaghan & Pat O'Callaghan	11/18/93	1.50	Monroe
Gas Storage Agreement	Annie K. Carpenter	08/05/93	110	Monroe
Gas Storage Agreement	Virginia Cartwright & James V. Cartwright	12/14/93	1	Monroe
Gas Storage Agreement	Arvie Causey	11/02/93	1	Monroe
Gas Storage Agreement	Larry J. Causey & Glenda K. Causey	11/04/93	1	Monroe
Gas Storage Agreement	Zada G. Causey & Jerry F. Causey	11/2/93	1	Monroe
Gas Storage Agreement	Wayne Conwill, Conservator of the Estate of Madgell Conwill Roberts	10/25/93	51.50	Monroe
Gas Storage Agreement	Mrs. Alma Cox	09/27/93	7	Monroe
Gas Storage Agreement	James S. Edwards	09/23/93	6	Monroe
Gas Storage Agreement	William C. Edwards, Jr. & Barbara T. Edwards	09/23/93	6	Monroe
Gas Storage Agreement	Gary Flurry & Tammy Flurry	11/08/93	2	Monroe
Gas Storage Agreement	Tamela Hope Frances & Jeffrey Frances	09/27/93	1.90	Monroe
Gas Storage Agreement	Robert S. Gold & Donnis Y. Gold	04/28/94	7	Lee

Gas Storage Agreement	Earl B. Gray & Jennifer L. Gray	08/31/93	24.50	Monroe
Gas Storage Agreement	Brenda J. Green & Johnny R. Green	11/18/93	1.50	Monroe
Gas Storage Agreement	Pearl M. Haynes	12/07/93	2.30	Monroe
Gas Storage Agreement	Bill R. Hester & Shirley Hester	10/12/93	16	Monroe
Gas Storage Agreement	Bill R. Hester & Shirley Hester	10/12/93	25.10	Monroe
Gas Storage Agreement	Charles H. Holley & Wanda Holley	06/03/94	2.19	Monroe
Gas Storage Agreement	Estelle Holley	11/02/93	2.30	Monroe
Gas Storage Agreement	Margie K. Hoots	08/05/93	110	Monroe
Gas Storage Agreement	Michael Johnson & Tina Johnson	11/05/93	2	Monroe
Subordination Agreement	Michael W. Johnson & Tina A. Johnson	01/26/94		Monroe
Gas Storage Agreement	Frank Jones & Wanda Jones	10/29/93	4.90	Monroe
Oil Gas & Mineral Agreement	Miss Jennifer Morris Young	02/17/95	38	Monroe
Oil Gas & Mineral Agreement	Helen Worthy Martin & Peggy Worth Plunkett	02/01/95	100	Lee & Monroe
Oil Gas & Mineral Agreement	Medford H. Knowles & Dorothy A. Knowles		31	Lee
Oil Gas & Mineral Agreement	Henry K. House & Lucille D. House		5	Lee
Oil Gas & Mineral Agreement	John S. Knowles & Marolyn G. Knowles		18.50	Lee
Oil Gas & Mineral Agreement	Mrs. Patsy C. Johnston, as Administrator of the Estate of Ruth K. Craft, deceased	03/95	19	Lee
Oil Gas & Mineral Agreement	William C. Wiygul & Laura Beth Wiygul	02/95	164	Monroe
Oil Gas & Mineral Agreement	Maveline B. Bennett		41	Monroe
Oil Gas & Mineral Agreement	Judy Mullins Tucker & Michael L. Tucker	02/06/95	70	Lee
Oil Gas & Mineral Agreement	John Patrick Duckworth & Peggy H. Duckworth	02/6/95	70	Lee
Oil Gas & Mineral Agreement	Lee Hollis Burt & Frances W. Burt	02/95	130.3	Monroe
Oil Gas & Mineral Agreement	Doralee Lynn Morris	02/23/95	4.70	Monroe
Oil Gas & Mineral Agreement	John T. Whitlock & Catherine M. Whitlock	02/23/95	40	Monroe
Oil Gas & Mineral Agreement	Zada G. Causey & Jerry F. Causey	02/23/95	7	Monroe
Oil Gas & Mineral Agreement	Janice T. McCollum & Ronald D. McCollum	02/15/95	1	Monroe
Oil Gas & Mineral Agreement	Lynn Bryan & Myrtle J. Bryan	02/02/95	115	Lee
Oil Gas & Mineral Agreement	Augustus Marion Holley & Elizabeth Holley	02/06/95	70	Lee
Oil Gas & Mineral Agreement	Elizabeth H. Mullins & James G. Mullins	02/06/95	70	Lee
Oil Gas & Mineral Agreement	James M. Mullins & Nancy Finley Mullins	02/07/95	70	Lee
Oil Gas & Mineral Agreement	Mary Catherine Mullins Hill	02/07/95	70	Lee
Oil Gas & Mineral Agreement	Charles T. Mullins & Sonja Thorn Mullins	02/07/95	70	Lee
Oil Gas & Mineral Agreement	Mike B. Duckworth & Carol H. Duckworth	02/02/95	70	Lee
Oil Gas & Mineral Agreement	David Neal & Angela S. Neal	02/08/95	5	Lee
Oil Gas & Mineral Agreement	Maxine Causey, Jerry Causey, Terry Causey, Larry Causey, Rhonda C. Ray, Joann C. Mullins	02/02/95	88	Lee & Monroe
Oil Gas & Mineral Agreement	Glyn Hester & Judy T. Hester	02/02/95	60	Lee
Oil Gas & Mineral Agreement	Joy T. Rieves	02/16/95	13	Monroe
Oil Gas & Mineral Agreement	Vera Nell Taylor, James Richard	02/15/95	25	Monroe

	Taylor, Melinda J. Taylor, Janice T. McCollum & Ronald D. McCollum being all the heirs at law of James T. Taylor			
Oil Gas & Mineral Agreement	P. T. Young & Evie Rue Young	02/15/95	164	Monroe
Oil Gas & Mineral Agreement	James Richard Taylor & Melinda J. Taylor	02/15/95	1	Monroe
Oil Gas & Mineral Agreement	Larry J. Causey & Glenda K. Causey	02/16/95	1	Monroe
Gas Storage Agreement	D. Spencer Young, Henry Brown, George W. Ridings, Curtis Smith and A. R. Harlow, Trustees of Liberty Cemetery	08/05/93	10.00	Itawamba
Gas Storage Agreement	Eugene Baggett, et al.	09/18/93	15.00	Itawamba
Gas Storage Agreement	Ruby F. Allred and husband, Otis M. Allred	11/09/93	1.06	Itawamba
Gas Storage Agreement	Robert E. Alvis and wife, Kathy G. Alvis	09/09/93	1.00	Itawamba
Gas Storage Agreement	John E. Berryhill, a single man	10/14/93	59.00	Itawamba
Gas Storage Agreement	Ophia Corrine Bailey Berryhill, a widow	08/25/93	58.00	Itawamba
Gas Storage Agreement	Ophia Corrine Bailey Berryhill, a widow	09/22/93	22.00	Itawamba
Gas Storage Agreement	Jeff T. Bowen and wife, Angie B. Bowen	10/28/93	13.00	Itawamba
Gas Storage Agreement	David William Brown, a single man	01/19/94	40.00	Itawamba and Monroe
Gas Storage Agreement	Harry A. Brown and wife, Ruth Brown	09/21/93	1.00	Itawamba
Gas Storage Agreement	Ruble D. Burroughs and wife, Lisa P. Burroughs	10/29/93	2.00	Itawamba
Gas Storage Agreement	James D. Bynum and wife, Elaine A. Bynum	11/09/93	8.00	Itawamba
Gas Storage Agreement	Billy R. Capps and wife, Leila B. Capps	11/10/93	1.06	Itawamba
Gas Storage Agreement	Jimmy G. Capps and wife, Carolyn J. Capps	11/08/93	1.06	Itawamba
Gas Storage Agreement	Brenda E. Capps and husband, James D. Capps	11/16/93	1.06	Itawamba
Gas Storage Agreement	Vera M. Capps, a widow	11/09/93	1.06	Itawamba
Gas Storage Agreement	Nancy Jones Carvan, a married woman dealing with her separate property	09/22/93	5.36	Itawamba
Gas Storage Agreement	Bobbie Jean Coggins and husband, Andy D. Coggins	11/09/93	1.06	Itawamba
Gas Storage Agreement	B. L. Curtis and wife, Holly K. Curtis	09/09/93	8.00	Itawamba
Gas Storage Agreement	Cullen D. Edwards, Jr. Family Trust, Anita Carol Carr, Trustee	11/11/93	1.26	Itawamba
Gas Storage Agreement	Tommy Edwards and wife, Tammy Edwards	11/04/93	0.59	Itawamba
Gas Storage Agreement	John R. Estes and wife, Judy Estes	10/07/93	0.80	Itawamba
Gas Storage Agreement	Virginia M. Gilmore and husband, Lewis E. Gilmore	11/10/93	1.06	Itawamba
Gas Storage Agreement	Earl B. Gray, a single man	09/22/93	0.25	Itawamba
Gas Storage Agreement	Miss Lucille Gray, a widow	08/26/93	44.00	Itawamba

Gas Storage Agreement	Betty Harper and husband, Billy Harper	11/18/93	1.06	Itawamba
Gas Storage Agreement	Glyn Hester and wife, Judy T. Hester	06/30/93	43.2	Itawamba
Gas Storage Agreement	Hennan L. Hester and wife, Dyann R. Hester	10/27/93	4.00	Itawamba
Gas Storage Agreement	Michael Hester and wife, Stephanie Hester	10/28/93	1.90	Itawamba
Gas Storage Agreement	Larry W. Kennedy and wife, Carmon Lavern Kennedy	11/04/93	1.00	Itawamba
Gas Storage Agreement	Donald Mills and wife, Louise Mills	09/28/93	2.42	Itawamba
Gas Storage Agreement	Jerry A. Parker and wife, Sandra G. Parker	10/14/93	1.30	Itawamba
Gas Storage Agreement	Virginia O'Quinn and husband John C. O'Quinn	11/12/93	1.33	Lee and Itawamba
Gas Storage Agreement	Aubrey F. Rogers, Jr., and wife, Marie R. Rogers	10/13/93	17.50	Itawamba
Gas Storage Agreement	Ernest B. Rogers, and his wife Mary Dale Rogers	06/17/93	318.52	Itawamba
Gas Storage Agreement	Ruth P. Ross, a married woman dealing with her separate property	10/05/93	20.00	Itawamba
Gas Storage Agreement	Ricky L. Rye and wife, Lisa G. Rye	11/12/93	0.33	Itawamba
Gas Storage Agreement	Lillian S. Sadler, an unmarried widow	06/25/93	320.0	Itawamba
Gas Storage Agreement	Carlos M. Sullivan, Jr. and Sammy W. Sullivan	11/11/93	2.00	Itawamba
Gas Storage Agreement	Eddie B. Sullivan and wife, Janet R. Sullivan	10/27/93	3.50	Itawamba
Gas Storage Agreement	Tami Sullivan and husband, Johnny Sullivan	09/18/93	0.50	Itawamba
Gas Storage Agreement	Thomas D. Thorn and wife, Kathy R. Thorn	10/26/93	3.40	Itawamba
Gas Storage Agreement	Murlis Underwood and wife, Joann Underwood	09/18/93	1.75	Itawamba
Gas Storage Agreement	Mary F. Weeks, an unmarried widow	10/21/93	6.3	Itawamba
Gas Storage Agreement	Ann Welch and husband, Earl Welch	11/18/93	1.06	Itawamba
Gas Storage Agreement	Itawamba County Board of Supervisors, Itawamba County, Mississippi, Danny Holley, President, and Jim Witt, Chancery Clerk, respectively	02/08/94	16.0	Itawamba

AMORY STORAGE FIELD LEASES (Carter & Harris) File #1

Document	Date	From	To
Memorandum, Amory Storage Field, Check of Storage Lease	July 16, 1962	E. R. Butler	N/a
Letter & attachments	May 24, 1965	F. M. Featherstone, Jr.	E. R. Butler
Letter & attachments	March 15, 1965	F. M. Featherstone, Jr.	Bank of Amory
Letter & attachments	April 20, 1964	F. M. Featherstone, Jr.	Leona Long
Letter	March 10, 1964	F. M. Featherstone, Jr.	Malcolm C. McCormack and Daniel Hurd Hudson
Letter	March 19, 1964	F. M. Featherstone, Jr.	Riley Dabbs
Letter	March 19, 1964	F. M. Featherstone, Jr.	Peggy Henderson Hankey

Document	Date	From	To
Letter & attachments	January 31, 1964	Robert E. Perry	F. M. Featherstone, Jr.
Letter & attachments	September 16, 1963	J. T. Crowe	F. M. Featherstone, Jr.
Letter	March 14, 1963	F. M. Featherstone, Jr.	Peggy Henderson Hankey
Letter	March 14, 1963	F. M. Featherstone, Jr.	Malcolm C. McCormack and Daniel Hurd Hudson
Letter	March 14, 1963	F. M. Featherstone, Jr.	National Bank of Commerce
Letter	March 14, 1963	F. M. Featherstone, Jr.	Bank of Amory
Letter	March 14, 1963	F. M. Featherstone, Jr.	Security Bank of Amory
Letter	March 14, 1963	F. M. Featherstone, Jr.	Riley Dabbs
Letter	March 14, 1963	F. M. Featherstone, Jr.	Citizens State Bank
Letter	March 14, 1963	F. M. Featherstone, Jr.	Monroe Banking & Trust Company
Letter	March 12, 1963	F. M. Featherstone, Jr.	J. P. McQueen
Letter & attachment	March 14, 1963	Wm. R. Whitehead	F. M. Featherstone, Jr.
Letter & attachments	March 7, 1963	E. E. Kean, Jr.	F. M. Featherstone, Jr.
Letter	March 1, 1963	Robert E. Perry	F. M. Featherstone, Jr.
Letter	February 4, 1963	J. T. Crowe	E. E. Kean, Jr.
Letter	January 31, 1963	F. M. Featherstone, Jr.	J. T. Crowe
Letter	November 13, 1962	E. E. Kean, Jr.	F. M. Featherstone, Jr.
Letter	November 7, 1962	F. M. Featherstone, Jr.	J. T. Crowe
Letter	October 8, 1962	F. M. Featherstone, Jr.	J. T. Crowe
Letter	May 31, 1962	J. T. Crowe	F. M. Featherstone, Jr.
Letter	May 16, 1962	F. M. Featherstone, Jr.	J. T. Crowe
Letter & attachments	December 4, 1962	Robert E. Perry	Mrs. Walter Darracott
Letter & attachments	April 9, 1962	F. M. Featherstone, Jr.	Postell Hebert
Letter	March 27, 1962	F. M. Featherstone, Jr.	Peggy Henderson Hankey
Letter & attachment	March 27, 1962	Robert E. Perry	F. M. Featherstone, Jr.
Letter & attachments	April 4, 1962	F. M. Featherstone, Jr.	J. E. Wooldridge
Letter	March 16, 1962	F. M. Featherstone, Jr.	Bank of Amory
Letter	March 16, 1962	F. M. Featherstone, Jr.	Security Bank of Amory
Letter	March 16, 1962	F. M. Featherstone, Jr.	Citizens State Bank
Invoice & attachment	March 17, 1962	Monroe Banking & Trust Co.	F. M. Featherstone, Jr.
Letter	March 16, 1962	F. M. Featherstone, Jr.	Malcolm C. McCormack
Letter	March 14, 1962	F. M. Featherstone, Jr.	National Bank of Commerce
Letter	March 14, 1962	F. M. Featherstone, Jr.	J. P. McQueen
Letter & attachments	March 23, 1961	F. M. Featherstone, Jr.	Security Bank of Amory
Letter	March 28, 1960	Wm. L. Davis	Malcolm C. McCormack
Letter	March 17, 1960	F. M. Featherstone, Jr.	National Bank of Commerce
Letter	March 17, 1960	F. M. Featherstone, Jr.	J. P. McQueen
Letter	March 17, 1960	F. M. Featherstone, Jr.	Security Bank of Amory
Letter	March 17, 1960	F. M. Featherstone, Jr.	Citizens State Bank
Letter	March 17, 1960	F. M. Featherstone, Jr.	Bank of Amory
Letter	March 17, 1960	F. M. Featherstone, Jr.	Monroe Banking & Trust Company
Letter	March 15, 1960	F. M. Featherstone, Jr.	J. P. McQueen
Letter	March 15, 1960	F. M. Featherstone, Jr.	J. P. McQueen
Disbursement request	March 15, 1960	F. M. Featherstone, Jr.	Treasury Dept.
Letter & attachment	March 25, 1959	J. P. McQueen	F. M. Featherstone, Jr.
Letter	March 19, 1959	F. M. Featherstone, Jr.	M. C. Perryman
Letter with receipt of	March 19, 1959	F. M. Featherstone, Jr.	M. C. Perryman

Document	Date	From	To
03/25/59			
Letter	March 19, 1959	F. M. Featherstone, Jr.	M. C. Perryman
Letter with receipt of 03/24/59	March 19, 1959	F. M. Featherstone, Jr.	Citizens State Bank
Letter	March 19, 1959	F. M. Featherstone, Jr.	Citizens State Bank
Letter with receipt of 03/24/59	March 19, 1959	F. M. Featherstone, Jr.	Security Bank of Amory
Letter	March 19, 1959	F. M. Featherstone, Jr.	Security Bank of Amory
Letter with receipt of 03/24/59	March 19, 1959	F. M. Featherstone, Jr.	Bank of Amory
Letter	March 19, 1959	F. M. Featherstone, Jr.	Bank of Amory
Letter with receipt of 03/24/59	March 19, 1959	F. M. Featherstone, Jr.	Monroe Banking & Trust Company

AMORY STORAGE FIELD LEASES (Carter & Harris) File #3

Document	Date	From	To
Disbursement Request form & numerous attachments, including notes and form letters regarding annual rental payments to lessors	March 31, 1975 (dates of attachments vary)	P. E. Bardwell (authors of attachments vary)	MVGC Treasury Dept (recipients of attachments vary)
Memorandum, Amory Storage Field, Check of Storage Leases	July 16, 1962	E. R. Butler	Unknown
Memo "Re: Amory Storage Field - Item 12" & attachments	July 12, 1971 (dates of attachments vary)	Unknown	Unknown
Handwritten note, "Use previous year's letters" & numerous attachments	Unknown (dates of attachments vary)	Unknown (see attachments)	(see attachments)
Handwritten note, "Amory Gas Storage Rentals due not later than April 15 each year"	Unknown	Unknown	Unknown
Handwritten notes regarding lease agreement with Mrs. Leona Van Ness Tanner, et al., and numerous attachments relating to lease agreement with C. W. Hall, et al.	1990 (dates of attachments vary)	Unknown (see attachments)	Unknown (see attachments)
Disbursement Requests (13)	March 30, 1988 and March 7, 1988	J. W. Welsh, Jr. and James W. Welsh, Jr.	MVGC Treasury Dept
Letter with 03/21/88 receipt	March 7, 1988	James W. Welsh, Jr.	National Bank of Commerce
Letter with 03/16/88 note	March 7, 1988	J. W. Welsh, Jr.	Union Planters National Bank
Letter with 03/12/88 receipt	March 7, 1988	James W. Welsh, Jr.	Mrs. Lillian Roberts Dabbs
Letter with 03/12/88 receipt	March 7, 1988	James W. Welsh, Jr.	Riley Dabbs

Document	Date	From	To
Letter with 03/16/88 receipt	March 7, 1988	James W. Welsh, Jr.	Security Bank of Amory
Letter with 04/05/88 receipt	March 7, 1988	James W. Welsh, Jr.	Malcolm C. McCormack
Letter with receipt (illegible)	March 30, 1988	James W. Welsh, Jr.	Ms. Jean B. Roberts
Letter with signed acknowledgment	March 11, 1991	Matthew L. Holleman, III	Ms. Jean B. Roberts
Letter with signed acknowledgment	March 11, 1991	Matthew L. Holleman, III	Mrs. Bobby Lee T. Reeves
Letter with signed acknowledgment	March 11, 1991	Matthew L. Holleman, III	Mr. W. O. Carter
Letter with signed acknowledgment	March 11, 1991	Matthew L. Holleman, III	Mr. J. A. Crisler
Letter with signed acknowledgment	March 11, 1991	Matthew L. Holleman, III	Malcolm C. McCormack
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Mrs. Peggy Henderson Hankey
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Ms. Jean B. Roberts
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Riley Dabbs
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Mrs. Lillian Roberts Dabbs
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Bank of Amory
Letter & attachments	March 11, 1991	Matthew L. Holleman, III	Security Bank of Amory
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Mr. J. A. Crisler
Adding machine tape (illegible)	1991	Unknown	Unknown
MVGC Detail General Ledger (one sheet)	For Period 10/01/89 thru 09/30/90	N/a	N/a
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	James A. High, Jr., Trustee
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Bank of Amory
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Mr. W. O. Carter
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Malcolm C. McCormack
Letter & attachment	March 11, 1991	Matthew L. Holleman, III	Mrs. Bobby Lee T. Reeves
Letter with signed acknowledgment	March 11, 1991	Matthew L. Holleman, III	James A. High, Jr., Trustee
Letter with signed acknowledgment	March 11, 1991	Matthew L. Holleman, III	Security Bank of Amory
Handwritten notes	6/1/90	Unknown	Unknown
Typed memo with handwritten notes	3-14-86	AJL	Alan
Letter with handwritten notes	March 3, 1986	Leo J. Buchignani, Jr.	J. W. Welsh, Jr.
Letter	February 6, 1986	J. W. Welsh, Jr.	Leo J. Buchignani, Jr.
Letter	January 24, 1986	Leo J. Buchignani, Jr.	J. W. Welsh, Jr.
Letter	March 14, 1985	James W. Welsh, Jr.	National Bank of Commerce
STORAGE LEASE	May 22, 1951	J. A. Crisler, Jr. ... and Mrs. Josephine Crisler McCormack ("Lessor")	Mississippi Gas Company ("Lessee")
Letter & attachment	March 15, 1990	Matthew L. Holleman, III	Mr. Clayton Mize
Letter & attachments	June 5, 1990	Matthew L. Holleman, III	Mr. J. A. Crisler

Document	Date	From	To
Letter with signed receipt	June 5, 1990	Matthew L. Holleman, III	Mr. J. A. Crisler
Envelope	Postmarked May 30, 1990	National Bank of Commerce	MVGC Attention: Matt Holleman
Business Reply Mail	Postmarked June 1990	Unknown	MVGC Attention: Matt Holleman
Handwritten note, "need to hear from..."	3/27/90	Unknown	Unknown
Letter & attachment	March 23, 1990	Matthew L. Holleman, III	Mrs. Bobby Lee T. Reeves
Memo	3/16/90	gbs (Glynn B. Stewart, Assistant to Matt Holleman)	N/a
Letter with handwritten notes	March 9, 1990	Matthew L. Holleman, III	Security Bank of Amory
Last Will and Testament of Earnest Howard Tubb	November 7, 1979	N/a	N/a
Letter & attachment	March 15, 1990	Glynn B. Stewart	Bank of Amory
Letter & attachment	March 13, 1990	Nancy R. Payne, Bank of Amory	Matt Holleman
Letter	March 9, 1990	Matthew L. Holleman, III	Bank of Amory
Letter & attachment	March 15, 1990	Matthew L. Holleman, III	H. E. Hall and Frances C. Hall
Letter & attachment	March 15, 1990	Matthew L. Holleman, III	Mr. Clayton Mize
Letter & attachment	March 15, 1990	Matthew L. Holleman, III	Mr. W. O. Carter
Letter with 03/12/90 receipt	March 9, 1990	Matthew L. Holleman, III	Malcolm C. McCormack
Letter with 03/13/90 receipt	March 9, 1990	Matthew L. Holleman, III	James A. High, Jr., Trustee
Letter with 03/14/90 receipt	March 9, 1990	Matthew L. Holleman, III	Mrs. Lillian Roberts Dabbs
Letter with 03/14/90 receipt	March 9, 1990	Matthew L. Holleman, III	Riley Dabbs
Letter with 03/09/90 receipt	March 9, 1990	Matthew L. Holleman, III	Ms. Jean B. Roberts
Letter with 03/17/90 receipt	March 9, 1990	Matthew L. Holleman, III	Mrs. Peggy Henderson Hankey
Letter with 03/21/90 receipt	March 15, 1990	Glynn B. Stewart	Bank of Amory
Letter with signed receipt & attachments	March 15, 1990	Matthew L. Holleman, III	Mr. W. O. Carter
Letter & attachments	March 9, 1990	Matthew L. Holleman, III	Security Bank of Amory
Letter & attachments	March 9, 1990	Matthew L. Holleman, III	Bank of Amory
Letter & attachment	March 9, 1990	Matthew L. Holleman, III	James A. High, Jr., Trustee
Letter & attachment	March 9, 1990	Matthew L. Holleman, III	Mrs. Peggy Henderson Hankey
Letter & attachment	March 9, 1990	Matthew L. Holleman, III	Mrs. Lillian Roberts Dabbs
Letter & attachment	March 9, 1990	Matthew L. Holleman, III	Riley Dabbs
Letter & attachment	March 9, 1990	Matthew L. Holleman, III	Ms. Jean B. Roberts
Letter & attachment	March 9, 1990	Matthew L. Holleman, III	Malcolm C. McCormack
Letter & attachments	March 9, 1990	Matthew L. Holleman, III	National Bank of Commerce

Document	Date	From	To
Letter	March 9, 1990	Matthew L. Holleman, III	Union Planters National Bank
Letter	March 9, 1990	Matthew L. Holleman, III	Union Planters National Bank
Letter with handwritten notes	March 17, 1989	Jim High	Mississippi Valley Gas Company
Address update – per Bank of Amory	3-19-86	Unknown	Unknown
Letter	April 14, 1989	J. A. Crisler	MVGC Attention: Office of Treasurer
Letter with 04/09/89 receipt & attachment	March 10, 1989	Matthew L. Holleman, III	National Bank of Commerce
Note to file & attachment	4/13/89	G. Stewart	N/a
Letter with 03/31/89 receipt	March 10, 1989	Matthew L. Holleman, III	Malcolm C. McCormack
Letter with 04/13/89 receipt	March 10, 1989	Matthew L. Holleman, III	Mrs. Peggy Henderson Hankey
Letter	3-31-89	Murless Granberry, National Bank of Commerce	MVGC Attention: Matthew L. Holleman, III
Letter with 03/30/89 receipt	March 10, 1989	Matthew L. Holleman, III	Roy N. Boggan
Letter with signed acknowledgment & attachment	March 10, 1989	Matthew L. Holleman, III	Security Bank of Amory
Letter with 03/20/89 receipt & attachment	March 10, 1989	Matthew L. Holleman, III	Ms. Jean B. Roberts
Letter with 03/27/89 receipt	March 10, 1989	Matthew L. Holleman, III	Mrs. Lillian Roberts Dabbs
Letter with 03/27/89 receipt	March 10, 1989	Matthew L. Holleman, III	Riley Dabbs
Letter with 03/24/89 receipt	March 10, 1989	Matthew L. Holleman, III	Bank of Amory
Memo with handwritten notes & attachments	March 23, 1989	gbs	N/a
Letter	March 10, 1989	Matthew L. Holleman, III	Union Planters National Bank
Letter	March 10, 1989	Matthew L. Holleman, III	National Bank of Commerce
Letter	March 10, 1989	Matthew L. Holleman, III	Malcolm C. McCormack
Letter	March 10, 1989	Matthew L. Holleman, III	Ms. Jean B. Roberts
Letter	March 10, 1989	Matthew L. Holleman, III	Riley Dabbs
Letter	March 10, 1989	Matthew L. Holleman, III	Mrs. Lillian Roberts Dabbs
Letter	March 10, 1989	Matthew L. Holleman, III	Mrs. Peggy Henderson Hankey
Letter	March 10, 1989	Matthew L. Holleman, III	Roy N. Boggan
Letter	March 10, 1989	Matthew L. Holleman, III	Security Bank of Amory
12 MVGC check requests	3-6-89	G. Stewart	N/a
Memo "Amory Gas Storage Rentals...."	Unknown	Unknown	N/a

Document	Date	From	To
List of recorded leases on page 14 of 5-26-52 Agreement between MS Gas Co. and MV Gas Co.	Unknown	N/a	N/a
Letter	February 20, 1973	C. A. Clarke	E. R. Butler
Letter	June 2, 1981	Paul E. Bardwell	Howard P. Pritchard
Letter	March 31, 1975	Paul E. Bardwell	E. R. Butler
Letter	April 25, 1974	Paul E. Bardwell	E. R. Butler
Memorandum, Amory Storage Field, Check of Storage Lease, with handwritten notes and attached two-page Plat of Amory Well Field	June 16, 1962	E. R. Butler	N/a
File folder label, "PENDING - Louiseann R. Long"	N/a	N/a	N/a
Check Request	March 30, 1998	J. W. Welsh, Jr.	MVGC Treasury Dept
Letter	March 7, 1988	James W. Welsh, Jr.	Mrs. Louiseann R. Long
Letter	March 25, 1988	Charles A. Walt	MVGC Attention: James W. Welsh, Jr.
Letter	January 21, 1987	J. W. Welsh, Jr.	Charles A. Walt
Letter	January 16, 1987	Charles A. Walt	MVGC
Letter & attachments	June 2, 1981	Paul E. Bardwell	Howard P. Pritchard
Memo with address changes	March 19, 1986	Unknown	Nancy R. Payne, Bank of Amory
Letter	March 14, 1988	J. W. Welsh, Jr.	Albert G. Delgadillo
Letter	January 22, 1987	J. W. Welsh, Jr.	Albert G. Delgadillo
Letter	March 11, 1988	Albert G. Delgadillo	James W. Welch, Jr.
Letter	July 28, 1986	Albert G. Delgadillo	Allen L. Moore
Letter	March 28, 1986	Albert G. Delgadillo	James W. Welch, Jr.
Letter	April 15, 1986	Alan L. Moore	Albert G. Delgadillo
Letter	March 28, 1986	Albert G. Delgadillo	James W. Welch, Jr.
STORAGE LEASE between Roy N. Boggan ("Lessor") and Mississippi Gas Company ("Lessee")	May 29, 1951	N/a	N/a
Letter	January 22, 1987	J. W. Welsh, Jr.	Albert G. Delgadillo
Letter	March 28, 1986	Albert G. Delgadillo	James W. Welch, Jr.
Letter	February 6, 1986	J. W. Welsh, Jr.	Leo J. Buchignani, Jr.
Letter	January 24, 1986	Leo J. Buchignani, Jr.	James W. Welch, Jr.
Letter	March 14, 1985	James W. Welsh, Jr.	National Bank of Commerce
Memo	November 3, 1986	Alan L. Moore	Ann Lenz
File folder label, "Payment Records By Years Follow - Keep Other Correspondence To Front"	N/a	N/a	N/a
Handwritten notes, "Have received all confirmations for 1987 except ..."	Unknown	AJL	N/a
Letter	March 4, 1987	James W. Welsh, Jr.	Roy N. Boggan
Envelope postmarked	03/21/86	Malcolm C. McCormack	Unknown

Document	Date	From	To
"Notify Sender of New Address"			
Letter with 03/22/86 receipt	March 14, 1986	James W. Welsh, Jr.	Malcolm C. McCormack
Letter with 03/21/86 receipt	March 14, 1986	James W. Welsh, Jr.	National Bank of Commerce
Letter with 03/24/86 receipt	March 14, 1986	James W. Welsh, Jr.	Riley Dabbs
Letter with 03/24/86 receipt	March 14, 1986	James W. Welsh, Jr.	Lillian Roberts Dabbs
Letter with acknowledgment	March 14, 1986	James W. Welsh, Jr.	Union Planters National Bank
Letter with 03/19/86 receipt	March 14, 1986	James W. Welsh, Jr.	Bank of Amory
Letter with 03/18/86 receipt	March 14, 1986	James W. Welsh, Jr.	First Citizens National Bank
Letter with 03/18/86 receipt	March 14, 1986	James W. Welsh, Jr.	Security Bank of Amory
Disbursement Request	March 14, 1986	James W. Welsh, Jr.	MVGC Treasury Dept
Memo with names and addresses for Bank of Amory	Unknown	Unknown	Unknown
Letter with 03/25/86 receipt	March 14, 1986	James W. Welsh, Jr.	Mrs. Peggy Henderson Hankey
Letter with 03/24/86 receipt	March 14, 1986	James W. Welsh, Jr.	Mrs. Louiseann R. Long
Letter	March 30, 1987	J. W. Welsh, Jr.	Union Planters National Bank
Letter	March 4, 1987	James W. Welsh, Jr.	Union Planters National Bank
Letter with receipt acknowledgment	March 30, 1987	J. W. Welsh, Jr.	Union Planters National Bank
Letter with receipt acknowledgment	March 4, 1987	James W. Welsh, Jr.	Union Planters National Bank
Letter with 03/11/87 receipt	March 4, 1987	James W. Welsh, Jr.	Mrs. Louiseann R. Long
Letter with 03/14/87 receipt	March 4, 1987	James W. Welsh, Jr.	Mrs. Peggy Henderson Hankey
Letter with 03/06/87 receipt	March 4, 1987	James W. Welsh, Jr.	Riley Dabbs
Letter with 03/06/87 receipt	March 4, 1987	James W. Welsh, Jr.	Mrs. Lillian Roberts Dabbs
Letter with 03/06/87 receipt	March 4, 1987	James W. Welsh, Jr.	Security Bank of Amory
Letter with 03/25/87 receipt	March 4, 1987	James W. Welsh, Jr.	Malcolm C. McCormack
Letter with 03/18/87 receipt	March 4, 1987	James W. Welsh, Jr.	National Bank of Commerce
Letter with 03/10/87 receipt	March 4, 1987	James W. Welsh, Jr.	Bank of Amory
Address update, with handwritten notes	3-19-86	Unknown	Unknown
Disbursement requests	March 4, 1987	James W. Welsh, Jr.	MVGC Treasury Dept

Document	Date	From	To
(12)			
Letter with 03/25/85 acknowledgment	March 14, 1985	James W. Welsh, Jr.	Union Planters National Bank
Letter with 03/19/85 receipt	March 14, 1985	James W. Welsh, Jr.	Bank of Amory
Memo with names and addresses for Bank of Amory	<i>Unknown</i>	<i>Unknown</i>	<i>Unknown</i>
Letter with 03/28/85 receipt	March 14, 1985	James W. Welsh, Jr.	Riley Dabbs
Letter with 03/28/85 receipt	March 14, 1985	James W. Welsh, Jr.	Mrs. Lillian Roberts Dabbs
Letter with 03/21/85 receipt	March 14, 1985	James W. Welsh, Jr.	First Citizens National Bank
Letter with 04/01/85 receipt	March 14, 1985	James W. Welsh, Jr.	Mrs. Peggy Henderson Hankey
Letter with 03/21/85 receipt	March 14, 1985	James W. Welsh, Jr.	Mrs. Louiseann R. Long
Letter with 03/25/85 receipt	March 14, 1985	James W. Welsh, Jr.	Malcolm C. McCormack
Letter with 03/22/85 receipt	March 14, 1985	James W. Welsh, Jr.	National Bank of Commerce
Letter with 03/19/85 receipt	March 14, 1985	James W. Welsh, Jr.	Security Bank of Amory
Letter with 03/21/84 receipt & attachment	March 15, 1984	PEB	Bank of Amory
Letter with 03/21/84 receipt	March 15, 1984	Paul E. Bardwell	National Bank of Commerce
Letter with acknowledgment	March 15, 1984	Paul Bardwell	Union Planters National Bank of Memphis
Letter with 03/19/84 receipt	March 15, 1984	PEB	First Citizens National Bank
Letter with 03/19/84 receipt	March 15, 1984	Paul E. Bardwell	Mrs. Peggy Henderson Hankey
Letter with 03/19/84 receipt	March 15, 1984	Paul E. Bardwell	Security Bank of Amory
Letter with undated receipt	March 15, 1984	Paul E. Bardwell	Mrs. Lillian Roberts Dabbs
Letter with undated receipt	March 15, 1984	Paul E. Bardwell	Riley Dabbs
Letter with 03/20/84 receipt	March 15, 1984	Paul E. Bardwell	Mrs. Louiseann R. Long
Letter with 03/20/84 receipt	March 15, 1984	Paul E. Bardwell	Malcolm C. McCormack
Letter with undated receipt	March 8, 1983	PEB	Mrs. Lillian Roberts Dabbs
Letter with undated receipt	March 8, 1983	Paul E. Bardwell	Riley Dabbs
Letter with 03/11/83 receipt	March 8, 1983	Paul E. Bardwell	Security Bank of Amory
Letter & attachment	March 8, 1983	PEB	First Citizens National Bank
Letter with 03/21/83 receipt	March 8, 1983	Paul E. Bardwell	Malcolm C. McCormack
Letter with 03/14/83 receipt	March 8, 1983	Paul E. Bardwell	National Bank of Commerce

Document	Date	From	To
Letter with 03/21/83 receipt	March 10, 1983	Paul E. Bardwell	Malcolm C. McCormack
Letter with undated acknowledgment	March 8, 1983	Paul E. Bardwell	Union Planters National Bank of Memphis
Letter	March 8, 1983	Paul E. Bardwell	Mrs. Peggy Henderson Hankey
Memo with names and addresses for Bank of Amory	<i>Unknown</i>	<i>Unknown</i>	<i>Unknown</i>
Letter with 03/14/83 receipt	March 8, 1983	PEB	Bank of Amory
Letter with 03/14/83 receipt	March 8, 1983	Paul E. Bardwell	Mrs. Louiseann R. Long

SHELL OIL COMPANY - AMORY GAS STORAGE LEASES

Document	Date	From	To
Letter	January 13, 1954	Robert E. Perry	V. M. Gilmer
Letter	January 11, 1954	F. M. Featherstone, Jr.	J. E. Wooldridge
Letter	January 11, 1954	F. M. Featherstone, Jr.	Robert E. Perry
Letter	January 6, 1954	Robert E. Perry	Minor C. Sumners
Letter	October 17, 1953	Robert E. Perry	B. M. Gilmer
Letter	October 13, 1953	M. C. Sumners	Robert E. Perry
Letter	October 9, 1953	Robert E. Perry	Minor C. Sumners
Letter	October 16, 1952	Wilbourn, Wilbourn & Lord	Robert E. Perry
Letter	October 15, 1952	Robert E. Perry	J. C. Wilbourn
Letter	October 13, 1952	Robert E. Perry	J. C. Welbourn
Letter	October 6, 1952	Robert E. Perry	J. C. Wilbourn
Letter	September 18, 1952	Robert E. Perry	H. K. Griffin
Letter	July 10, 1952	Robert E. Perry	Wilbourn, Wilbourn & Lord

(c)

Certain improvements in Crenshaw, Tchula, Calhoun City, Columbus and at Jackson Industrial Drive are not adequate or are in a state of repair that is inconsistent with the Company's practices. However, the aggregate cost of upgrading such improvements is estimated to be less than \$150,000.

Calhoun City Office:

Install rear exit and stairs; remodel interior, including replacement of central heating and air conditioning system

Columbus Office:

Purchase and install an EFIS (Exterior Finish Insulation System) overlayment on the existing walls. The existing walls are not sealed from the exterior moisture, causing water damage to the interior gypboard

Crenshaw Office:

Paint, repair and general remodeling

Jackson Operations Center:

Remove tar and gravel roof on large, stand alone canopy and replace with membrane roof and drainage system

Tchula Office:

Paint, repair and general remodeling

Section 4.15
Tangible Personal Property

(a)

Equipment leases:

Xerox – mainframe printer under five-year lease ending January 2002

Xerox – mainframe printer under five-year lease ending June 2004

1997 Navistar 8100 Tractor under 84-month lease ending June 2003

Five natural gas compressors leased on a month-to-month basis

Copies of the above referenced leases have been provided.

Copies of DOT annual reports stating the type and composition of pipe in the System Property have been provided for years 1996-2000.

Leak reports from the Jackson, Tupelo, Greenville and Southaven districts for the week of August 29, 2001, have been provided.

Also see Section 4.12 regarding OSHA Citations, Pipeline Safety letters and other related matters set forth in Section 4.12.

The Company's DOT reports delivered to Atmos provide the requested information about the composition of the Company's transmission, distribution and service lines.

(b)

The following five year plans have been provided to Atmos [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Strategic Plan – Clarksdale
Strategic Plan – Columbus
Strategic Plan – Greenville
Strategic Plan – Greenwood
Strategic Plan – Jackson
Strategic Plan – Kosciusko
Strategic Plan – Meridian
Strategic Plan – Natchez
Strategic Plan – Southaven
Strategic Plan – Tupelo

Section 4.16
Intellectual Property Rights

MVG owns the following trademarks registered with the U.S. Patent and Trademark Office:

“Pure and Simple” International Classes 35,39,42; registration no. 2392669; October 10, 2000

“Mississippi Valley Gas” (with Flame) International Class 42; registration no. 2323029; February 29, 2000

“Gasmark” (with design) International Class 42; registration no. 1257200; November 8, 1983

“GasPlus” (with design) International Class 39; registration no. 1743618; December 29, 1992

Section 4.17
Contracts

(a)

(i)

1) Risk Management, Inc. – Consulting Arrangement dated March 25, 1999 - \$1000 per month

2) TLJ Partners – Business Insurance Consultants letters dated October 20, 2000 and August 31, 1998

(iii)

1) Legendary Agreement (see definition in Section 4.06(a))

2) Amended and Restated Operating Agreement for Unitary GH&C Products, L.L.C. (Delaware) dated July 31, 1998. Members are Mississippi Energies, Inc., Southern California Gas Co., Southwest Gas Corporation, Texas Gas Transmission Corp., Southern Natural Gas Company.

3) Agreement for Engineering Services dated December 20, 2000 between Mississippi Energies, Inc. and Utility Solutions, L.L.C.

4) Value Added Reseller Agreement dated December 20, 2000 between Mississippi Energies, Inc. and Effluent Collection Supply, L.L.C.

(iv)

1) Provident Life and Accident Insurance Company

Note Purchase Agreement by Mississippi Valley Gas Company dated October 1, 1993; and
7.60% Senior Note Due September 30, 2023 by Mississippi Valley Gas Company dated October 1, 1993.

First Amendment to Note Purchase Agreement dated October 1, 1993
Second Amendment to Note Purchase Agreement dated October 1, 1993
Waiver letter dated August 5, 1999

Note Purchase Agreement by Mississippi Valley Gas Company dated October 15, 1996; and
8.14% Senior Note Due October 15, 2021 by Mississippi Valley Gas Company dated October 15, 1996.

Note Purchase Agreement by Mississippi Valley Gas Company dated November 15, 1995; and
7.62% Senior Note Due November 14, 2025 dated November 15, 1995.

Note Purchase Agreement by Mississippi Valley Gas Company dated January 8, 1997; and
7.30% Senior Note Due January 8, 2014 dated January 8, 1997.

Waiver letter dated January 18, 2001, executed by Provident Life and Accident – January 23, 2001

Request for Waiver dated August 29, 2001 – applies to all Note Purchase Agreements

2) Deposit Guaranty National Bank (AmSouth Bank)

Deposit Guaranty National Bank Promissory Note by Mississippi Valley Gas Company dated September 22, 1997.

The Company maintains a Purchasing Card Program to allow certain employees to purchase necessary supplies using a Company credit card. This program is backed by the above referenced Promissory Note to AmSouth Bank in an amount up to \$250,000.

3) Trustmark National Bank

Renewal Revolving Master Note by Mississippi Valley Gas Company dated February 15, 2001.

Renewal Revolving Master Note by Mississippi Valley Gas Company dated March 31, 2001.

(vi)

The following tables list hedges and swap agreements.

The Company has a Master Agreement dated February 24, 1997, amended by a letter agreement dated September 14, 1998, and a letter agreement dated April 20, 1999, with AIG Trading (a/k/a Sempra Energy Trading) regarding swap transactions that governs the Company's trades with Sempra.

Agreements between Sempra Energy Trading Corp. and Mississippi Valley Gas Company

