MEMORANDUM OF UNDERSTANDING  
  
  
  
This Memorandum of Understanding ("MOU") is entered into this \_\_ day of August  
2004  
  
BY AND BETWEEN:  
  
 (1) Southern Gas Company, a limited liability company incorporated  
 under the laws of the Russian Federation (INN: 6164207982,  
 Certificate of registration of legal person, series 61 No.  
 003266599), having its registered office at 344082,  
 Rostov-on-Don, 30 B. Sadovaya Street, Russia,  
  
 hereinafter referred to as "SOUTHERN GAS",  
  
 (2) The "Southern Gas Equity Owners" who have executed this MOU on  
 the signature page hereof;  
  
AND:  
  
 (3) American United Global, Inc., a company incorporated under the  
 laws of the United States, State of Delaware, having its  
 registered office at 00000 X.X. 000xx Xxxxx, Xxxxxxxx, Xxxxxxxxxx  
 00000, Xxxxxx Xxxxxx,  
  
 hereinafter referred to as "AUGI",  
  
SOUTHERN GAS, the Southern Gas Equity Owners and AUGI are hereinafter referred  
to as the Party or collectively as the "Parties".  
  
BACKGROUND  
  
A. SOUTHERN GAS is a company that, through its subsidiaries and divisions,  
currently owns (a) approximately 17% of DonGasDolycha, a company that extracts  
natural gas (the "Extraction Company"), (b) 100% of a company that supplies  
equipment to natural gas extraction and pipeline companies (the "Equipment  
Company"), and (c) 100% of a company that operates a pipeline of approximately  
3.5 miles from Rostov to the Ukraine (the "Pipeline Company").  
  
B. SOUTHERN GAS intends to purchase the remaining 83% equity interest in  
Extraction Company.  
  
C. AUGI is a publicly traded United States corporation, whose shares of common  
stock, $.01 par value per share (the "AUGI Common Stock") trades on the  
Over-the-Counter pink sheets under the symbol "AUGBPK".  
  
D. SOUTHERN GAS and the Southern Gas Equity Owners are interested in selling  
100% of the share capital, members interest or other equity (the "Southern Gas  
Group Equity") of SOUTHERN GAS and its Extraction Company, Equipment Company and  
Pipeline Company (collectively referred to herein as the "Southern Gas Group")  
to AUGI, all upon the terms and subject to the conditions hereinafter set forth.  
  
E. AUGI agrees in principle to purchase the Southern Gas Equity, all upon the  
terms and subject to the conditions as hereinafter set forth;  
  
  
  
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F. The Parties wish to enter into this MOU setting out the principal points of  
understanding on which the Parties have already reached an agreement.  
  
Article 1 - Purchase and Sale of Southern Gas Equity; the AUGI Shares  
  
1.1 Sale and Transfer of Southern Gas Equity. On the "Closing Date" (as defined  
 herein) and subject to the terms and conditions of the "Final Agreement"  
 (as defined herein), a newly formed subsidiary or affiliated limited  
 liability company or related entity to be wholly-owned by AUGI (the  
 "BUYER") shall purchase, and the Southern Gas Equity Owners and/or SOUTHERN  
 GAS shall directly sell and transfer, and shall cause the other members of  
 the Southern Gas Group to sell and transfer, to the BUYER, all of the  
 Southern Group Equity. As used in this MOU and in the Final Agreement, the  
 sale to the BUYER of the Southern Group Equity shall entitle the Buyer to  
 own 100% of all of the tangible and intangible assets, wherever located,  
 that are used in connection with the operation of the businesses of the  
 Extraction Company, the Pipeline Company and the Equipment Company  
 (collectively, the "Southern Gas Business"). Such assets shall include, as  
 at the Closing Date:  
  
 (a) all trade names, trademarks, copyrights, letters patent, patent  
 applications and other intellectual property relating to the Southern  
 Gas Business (collectively, "Intellectual Property");  
  
 (b) all leases, certificates, governmental approvals, registrations,  
 permits, register of rights, contracts, agreements, licenses, sales  
 agreements, purchase orders and other documentation and other legal  
 rights relating to the Southern Gas Business (the "Contract Rights and  
 Permits");  
  
 (c) all machinery and equipment, gas leases, real estate (owned or leased)  
 and improvements (collectively, "Fixed Assets")  
  
 (d) all tools, molds, dyes, spare parts, material handling equipment, and  
 other related items of personal property; and certain scheduled office  
 equipment, including furniture and computers (the "Personal  
 Property");  
  
 (e) all computer programs, software, customer and vendor lists, billing  
 and materials records and other written and computer data and  
 information related to the Southern Gas Business, including, without  
 limitation, the economic resource and planning systems and computer  
 systems (collectively, "Business Data");  
  
 (f) all inventories of raw materials, work in progress and finished goods  
 relating to the Southern Gas Business (the "Stock");  
  
 (g) all minereal rights, and all rights to approximately 17.5 billion  
 cubic meters of proven gas reserves and thirteen income producing gas  
 xxxxx (the "Gas and Mineral Reserves");  
  
 (h) all royalties, rents, accounts receivable from customers of the  
 Southern Gas Business and all other rights to receive payment in  
 connection with products or services sold by the Southern Gas Business  
 (the "Receivables"); and  
  
 (i) the commerce stream and goodwill of the Southern Gas Business as a  
 going concern ("Goodwill").  
  
  
  
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1.2 Estimated Southern Gas Group Financial Information. On the Closing Date, it  
 is estimated that the Southern Gas Group will have net tangible assets of  
 approximately (U.S.) $10.5 million and no indebtedness for money borrowed.  
  
1.3 Consideration.  
  
 In sole consideration for its acquisition of the Southern Gas Group Equity  
 and the Southern Gas Business, on the Closing Date, the owners of the  
 Southern Gas Group Equity (the "Southern Gas Equity Owners") shall receive  
 an aggregate of 32.773 million shares of AUGI Common Stock (the "AUGI  
 Shares"). The AUGI Shares to be issued on the Closing Date shall, when  
 issued, represent 70% of the "Fully-Diluted AUGI Common Stock." The term  
 "Fully-Diluted AUGI Common Stock" means sum of (a) all of the shares of  
 AUGI Common Stock to be issued and outstanding on the Closing Date, plus  
 (b) all additional shares of AUGI Common Stock that are issuable upon  
 conversion of any outstanding convertible AUGI securities or upon exercise  
 of all outstanding AUGI stock options, warrants or other rights to purchase  
 AUGI Common Stock. Accordingly, there shall be not more than 14.0 million  
 shares of Fully-Diluted AUGI Common Stock issued or issuable on the Closing  
 Date immediately prior to the issuance of the 32.773 million AUGI Shares to  
 the Southern Gas Equity Owners.  
  
Article 2 - Final Agreement; Closing  
  
2.1. Final Agreement. By no later than October 15, 2004 the Parties shall have  
 negotiated in good faith and entered into a definitive securities purchase  
 agreement for the purchase of the Southern Gas Group Equity by AUGI and the  
 Buyer and the issuance of the AUGI Shares to the Southern Gas Equity  
 Owners, which agreement shall incorporate the terms and conditions set  
 forth in this MOU and such other terms and conditions as the Parties shall  
 mutually agree (the "Final Agreement").  
  
2.2. Closing Date. The Parties shall use their collective best efforts to meet  
 the conditions to closing and proceed to completion of the transactions  
 contemplated by the Final Agreement by a date (the "Closing Date") shall be  
 not later than December 31, 2004.  
  
2.3. Representations and Warranties. In the Final Agreement, each of SOUTHERN  
 GAS and AUGI will make representations and warranties that are customary  
 for transactions of this type. The Southern Gas Equity Owners, on behalf of  
 SOUTHERN GAS, and Xxxxxx X. Xxxxx, on behalf of AUGI, shall also confirm  
 the accuracy of the representations and warranties of SOUTHERN GAS and  
 AUGI, respectively, set forth in the Final Agreement.  
  
Article 3 - Due Diligence Investigations  
  
3.1 AUGI Due Diligence. In connection with the proposed transaction, SOUTHERN  
 GAS shall give full and complete access during normal business hours to  
 AUGI, and those persons authorised by it, to the premises, operations and  
 properties of SOUTHERN GAS and the Southern Gas Group and all such  
 Intellectual Property, Contract Rights, Business Data, Gas Reserves  
 information, financial statements, work papers, financial records, title  
 deeds, books, Receivables, Stock records and extracts thereof relating to  
 the Southern Gas Business, as AUGI reasonable deems necessary in order to  
 conduct a thorough business, financial and legal due diligence  
 investigation of the Southern Gas Business in order for AUGI to proceed to  
 Closing.  
  
  
  
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3.2 Southern Gas Due Diligence. Similarly, AUGI shall give full and complete  
 access during normal business hours to SOUTHERN GAS, and those persons  
 authorised by it, to the premises, operations and properties of AUGI and  
 all financial statements, work papers, financial records, title deeds,  
 books, and extracts thereof relating to the operations and financial  
 condition of AUGI, as the Southern Gas Equity Owners reasonable deems  
 necessary in order to conduct a thorough business, financial and legal due  
 diligence investigation of AUGI in order for the Southern Gas Equity Owners  
 to proceed to Closing.  
  
Article 4 - Conditions to Closing  
  
Consummation of the transactions contemplated by this MOU and the Final  
Agreement (the "Transaction") will be subject to the is subject to the following  
conditions to Closing (the "Closing Conditions"):  
  
(a) AUGI Stockholder Approval. The Transaction shall have been approved by the  
 holders of a majority of the outstanding voting AUGI Common Stock.  
  
(b) Equity Dividends to Existing AUGI Stockholders. The dividend and  
 distribution to the stockholders of AUGI prior to the Closing Date (the  
 "Existing AUGI Stockholders") of all of the capital stock of Western Power  
 & Equipment Corp., Infomedics Corporation and Sponge Tech Corp. that is or  
 will be owned by AUGI immediately prior to the Closing Date. Accordingly,  
 except for its ownership of the Southern Gas Group Equity, at the Closing  
 of the Transaction, AUGI will have no other equity investments in any other  
 business.  
  
(c) UPS Contingent Liability. The receipt of either (i) a legal opinion in form  
 and content satisfactory to the Southern Gas Equity Owners or their legal  
 counsel to the effect that the approximately $2.5 million obligation to  
 United Parcel Service ("UPS"), currently carried as a contingent liability  
 on the books of AUGI, is no long a contingency as the same is barred by the  
 applicable statute of limitations, or (ii) a written agreement or general  
 release from UPS releasing AUGI from such liability (the "UPS Release"), or  
 (iii) in the absence of such legal opinion or UPS Release, an  
 indemnification to AUGI against any such liability to UPS by Xxxxxx X.  
 Xxxxx or another source deemed creditworthy by SOUTHERN GAS;  
  
(d) E-Global Contingent Liability. With respect to the contingent liability of  
 approximately $2.5 million currently carried on the financial statements of  
 AUGI that may be owed to third parties that leased equipment to a former  
 AUGI subsidiary that was previously sold by AUGI to E-Global (the "E-Global  
 Liability"), at the Closing, either (i) Xxxxxx X. Xxxxx, or another source  
 deemed creditworthy by SOUTHERN GAS shall indemnify defend and hold  
 harmless, AUGI and its operating subsidiaries from any costs, expense or  
 other liability that may be incurred in connection with the E-Global  
 Liability, or (ii) AUGI and the Southern Gas Equity Owners shall receive a  
 satisfactory legal opinion, to the effect that the E-Global Liability no  
 longer represents a legal liability of AUGI.  
  
(e) AUGI Bridge Notes. Prior to the Closing Date, AUGI will either (i) arrange  
 to sell to a person deemed creditworthy by SOUTHERN GAS, the approximately  
 $1.7 million note of New York Medical, Inc. owed to AUGI and which is  
 overdue, in consideration for which such person shall indemnify, defend and  
 hold harmless AUGI from and against any and all liabilities and obligations  
 owed to the persons who purchased an aggregate of $1.5 million of AUGI  
 bridge notes (the "AUGI Bridge Notes") that are now overdue and in default;  
 or (ii) the holders of such AUGI Bridge Notes shall agree to cancel such  
 AUGI Bridge Notes in exchange for shares of AUGI Common Stock (the "Bridge  
 Note Exchange"); which additional share issuances shall only dilute the  
 equity of the current AUGI stockholders, and not adversely affect the  
 Southern Gas Equity Owners' receipt of AUGI Shares representing 70% of the  
 Fully-Diluted AUGI Common Stock. In substance, as at the Closing Date of  
 the Transaction, AUGI shall have no further liability or obligations in  
 respect of such AUGI Bridge Notes, or shall be indemnified from any such  
 obligations in a manner satisfactory to SOUTHERN GAS and the Southern Gas  
 Equity Owners.  
  
  
  
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(f) Aggregate AUGI Liabilities. On the Closing Date, the aggregate amount of  
 all indebtedness and other liabilities of AUGI and any of its subsidiaries  
 that are not indemnified against (in a manner satisfactory to SOUTHERN GAS  
 and the Southern Gas Equity Owners) shall not exceed $100,000 in the  
 aggregate, inclusive of any obligations of AUGI to Xxxxxx Xxxx disclosed in  
 existing AUGI public filings.  
  
(g) Confirmation of Conditions and Collateral to Secure Indemnities. On or  
 before the Closing Date, SOUTHERN GAS and the Southern Gas Equity Owners  
 shall:  
  
 (i) have received a satisfactory legal opinion from counsel to AUGI as to  
 the matters set forth in (1) Section 4(a), (2) Section 4(b), (3)  
 absent the UPS Release or a satisfactory indemnification, Section 4(c)  
 above, and (4) absent a satisfactory indemnification, Section 4(d)  
 above; and  
  
 (ii) in the absence of a UPS Release, a Bridge Note Exchange, or  
 satisfactory legal opinions, the Southern Gas Equity Owners will  
 receive from Xxxxxx X. Xxxxx or other persons independent collateral  
 to secure their indemnification obligations to AUGI, all in form and  
 content deemed satisfactory to the Southern Gas Equity Owners.  
  
(h) Audited Financial Statements. On or before the Closing Date, SOUTHERN GAS  
 and the other members of the Southern Gas Group shall provide AUGI with  
 audited financial statements (balance sheets, statements of income, and  
 statements of cash flows and members or shareholders' equity) as at each of  
 December 31, 2003 and December 31, 2002, and for the two fiscal years then  
 ended (the "Audited Financial Statements"). On or before the Closing Date,  
 SOUTHERN GAS and the other members of the Southern Gas Group shall provide  
 AUGI with additional Audited Financial Statements as at September 30, 2004  
 and for the nine months then ended. All Audited Financial Statements shall  
 have been audited in accordance with United States generally accepted  
 accounting principles and comply with Regulation S-X under the Securities  
 Act of 1933, as amended. SOUTHERN GAS shall retain, at its expense, a "big  
 four" international firm of accountants (Ernst & Young,  
 PricewaterhouseCoopers, Deloitte & Touche, KPMG Peat Marwick, or  
 equivalent) to audit such Audited Financial Statements.  
  
(i) Satisfactory Due Diligence. SOUTHERN GAS shall have satisfied the conditon  
 set forth in Section 5(g) above, and AUGI shall have concluded a  
 satisfactory Due Diligence investigation of the Southern Gas Group and the  
 Southern Gas Business, their assets, properties, financial condition and  
 prospects. Conversely, AUGI shall have satisfied the conditions set forth  
 in Sections 5(a) through 5(f) above and SOUTHERN GAS shall have otherwise  
 concluded a satisfactory Due Diligence investigation of AUGI, its assets,  
 properties and financial condition.  
  
(j) Final Agreement. On or prior to October 15, 2004 the Parties shall have  
 duly executed and delivered the Final Agreement. In case the Final  
 Agreement is not executed by October 15, 2004, this MOU will terminate and  
 Parties will have no obligations towards each other except those mentioned  
 in Article 14.  
  
  
  
  
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Article 5 - Covenants and Agreements  
  
5.1 Operation of Southern Gas Business. Following the execution of this MOU and  
 until the Closing Date, SOUTHERN GAS shall:  
  
 (a) use all reasonable efforts that the SOUTHERN GAS Business will be  
 conducted in the usual and ordinary course of business so as to  
 maintain it as a going concern;  
  
 (b) except for the contemplated acquisition of additional equity in the  
 Extraction Company and other arms' length transactions that are  
 designed to enhance the value of the SOUTHERN GAS BUSINESS (all of  
 which will be disclosed to and discussed with AUGI and its  
 representatives prior to consummation), use all reasonable efforts to  
 ensure that SOUTHERN GAS will refrain from acquiring, disposing of or  
 encumbering any material assets or entering into any significant long  
 term obligation of any nature whatsoever with respect to the Southern  
 Gas Business;  
  
 (c) fully cooperate (and shall cause its affiliates, employees and agents  
 to cooperate in good faith) with AUGI with a view to permitting the  
 latter to prepare itself in optimal conditions to continue the  
 Southern Gas Business.  
  
5.2 Board of Directors. The Board of Directors of AUGI and its consolidated  
 subsidiaries, including the Southern Gas Group, shall consist of seven  
 persons; (a) three of whom shall be designated by SOUTHERN GAS; (b) three  
 of whom shall be designated by AUGI; and (c) one of whom shall be a person  
 who shall be mutually agree upon by SOUTHERN GAS and AUGI; provided, that  
 such seventh director and one of the three AUGI designees shall be deemed  
 to be "independent" directors within the meaning of the Sarbanes Oxley Act  
 of 2002. It is contemplated that Messrs. Xxxxxx and Xxxxxxx will be  
 included in the designees of SOUTHERN GAS on such boards of directors. Each  
 of The Xxxxx Family Irrevocable Stock Trust, Vertex Capital Corporation,  
 other principal AUGI stockholders, and the Southern Gas Equity Owners shall  
 enter into a voting agreement at the Closing, under which such persons  
 shall agree for a period of not less than three (3) years following the  
 Closing to vote their shares of AUGI Common Stock for such seven person  
 board of directors, consisting of three SOUTHERN GAS designees, three AUGI  
 designees, and one mutually acceptable additional director.  
  
5.3 Management. The existing management of the Southern Gas Group shall  
 continue to be responsible for the day-to-day operations of the Southern  
 Gas Business in Rostov and elsewhere. Representative of AUGI shall continue  
 to be responsible for all public filings, public announcements, financial  
 reporting and the day-to-day operation of a publicly traded company in the  
 United States. The principal executive officers of AUGI and its Southern  
 Gas Group subsidiaries shall be as mutually agreed upon by the Parties and  
 included in the Final Agreement. Appropriate employment and non-competition  
 agreements will also be entered into for both the Russian and United States  
 management teams.  
  
5.4 Post Closing Financing. In order to fund both the internal and external  
 growth of the Southern Gas Business, promptly following the Closing Date,  
 AUGI and its Southern Gas Group subsidiaries shall undertake to raise debt  
 and/or equity financing of between (U.S.) $10.0 million to $25.0 million;  
 all upon such terms and conditions as shall be acceptable to the AUGI board  
 of directors and stockholders. AUGI and its current management and  
 affiliates will use their collective best efforts to consummate such  
 post-closing financing on commercially competitive terms.  
  
  
  
  
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5.5 Southern Gas Business Plan. In order to facilitate such Post-Closing  
 Financing as well as the preparation and filing of other disclosure  
 documents that AUGI shall be required to file with the United States  
 Securities and Exchange Commission, on or before October 15, 2004, SOUTHERN  
 GAS shall provide AUGI with a three year business plan containing therein  
 (a) a full description of the Southern Gas Business, as currently operated  
 and proposed to be operated by the Extraction Company, the Pipeline Company  
 and the Equipment Company, (b) descriptions and biographies of management,  
 (c) historical and projected financial statements, and (d) such other  
 information as AUGI shall request in writing (the "Southern Gas Business  
 Plan").  
  
5.6 Listing on National Securities Exchange. Promptly following the Closing of  
 the Transaction, AUGI shall apply to list its AUGI Common Stock for trading  
 on any one of the NASD OTC-Bulletin Board, the American Stock Exchange or  
 the NASDAQ Stock Exchange.  
  
Article 6 - Facilitation of Transition  
  
SOUTHERN GAS covenants and undertakes to make all reasonable efforts upon due  
consultation with AUGI (both internally and in contacts with customers,  
suppliers or other relevant parties) to ensure that the activities continue in  
the normal course of business and without interruption, both prior to and for a  
reasonable period of time after closing, and that AUGI or the BUYER will obtain  
the full benefit of the activities and shall execute such documents and take  
such other steps (or procure other parties to do so) as are necessary or  
appropriate for such smooth transition.  
  
Article 7 - Exclusivity  
  
The Parties agree that AUGI shall have the exclusive right to enter into  
negotiations with SOUTHERN GAS and the Southern Gas Equity Owners with regard to  
the Transaction contemplated hereby. Accordingly, from the date of this MOU and  
until October 15, 2004, neither SOUTHERN GAS nor the Southern Gas Equity Owners  
will negotiate with, enter into, or offer the opportunity to enter into, any  
sale, lease or other arrangement with any person, firm or corporation (other  
than AUGI or the BUYER) that could reasonably be expected to frustrate the  
proposed Transaction with AUGI or the BUYER. If a Final Agreement shall not be  
executed by October 15, 2004, AUGI's exclusive right to negotiate the Final  
Agreement and the proposed Transaction shall terminate. SOUTHERN GAS and the  
Southern Gas Equity Owners each agree that it and they shall actively pursue in  
good faith all reasonable efforts to prepare all necessary disclosure schedules  
to and execute such Final Agreement by October 15, 2004; provided, that counsel  
to AUGI shall submit to legal counsel to SOUTHERN GAS the initial draft of the  
Final Agreement by not later than September 1, 2004.  
  
Article 8 -Expiration  
  
The agreements of the Parties contained in this MOU shall terminate and cease to  
have any effect as of October 15, 2004, unless, on or before such date, the  
Final Agreement shall have been duly executed by the Parties, or this Agreement  
shall have been extended by mutual agreement of the Parties. In the event of  
such termination, the Parties shall have no obligations towards each other,  
except for the undertakings as set forth under Article 9, 11 and 12 below.  
  
  
  
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Article 9 - Confidentiality  
  
9.1. The Parties shall keep the existence and the contents of this MOU strictly  
 confidential, except for legally required disclosure or information duties.  
 The Parties agree that they will not copy or distribute any part of this  
 MOU or disclose any of its contents to any party, other than their  
 employees, legal representatives and other advisors in connection with the  
 Transaction contemplated herein, without the express written consent of the  
 other Party, and then only on condition that such advisers adhere to the  
 same duties of confidentiality.  
  
9.2. Press releases and public information shall be worked out in due time and  
 in accordance with applicable United States and Russian legislation and  
 regulations and approved by both SOUTHERN GAS and AUGI, such approval not  
 to be unreasonably withheld or delayed.  
  
Article 10 - Costs  
  
The Parties shall each bear their own fees and expenses incurred in connection  
with the contemplated Transaction.  
  
Article 11 - Governing law  
  
This MOU shall be governed and construed in accordance with the laws of the  
Russian Federation; provided, that all matters involving AUGI securities shall  
be governed by United States securities laws and the laws of the State of  
Delaware, United States.  
  
Article 12 - Choice of forum  
  
Any disputes arising in connection with this Agreement or the Final Agreement  
shall be submitted exclusively to final and binding arbitration in accordance  
with the then prevailing Rules of Arbitration of the International Chamber of  
Commerce. Any such arbitration shall be held in London, England.  
  
Article 13 - Non compete clause  
  
The Final Agreement shall provide that neither SOUTHERN GAS nor any of its  
affiliates shall commence, directly or indirectly, any activity that competes  
with the Southern Gas Business for a period of three (3) years after Closing.  
  
Article 14 - Non-binding agreement  
  
For the avoidance of doubt, with the exception of the provisions contained in  
Articles 7, 8, 9, 10, 11 and 12 above, neither this MOU nor the terms and  
conditions set forth in this MOU are intended to represent a legal and binding  
obligation of any of the Parties hereto. For the avoidance of doubt, except as  
set forth in said Articles 7, 8, 9, 10, 11 and 12, the legal rights and  
obligations of the parties shall arise only pursuant to the terms and conditions  
of the Final Agreement, as, if and when the same shall be duly executed by AUGI,  
SOUTHERN GAS, the Southern Gas Equity Owners and the BUYER.  
  
  
  
  
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IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and  
year first written above, in two original copies, each Party acknowledging  
receipt of the same.  
  
  
  
SOUTHERN GAS COMPANY  
(INN:6164207982, Certificate of registration of legal person, series 61 No.  
003266599)  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
AMERICAN UNITED GLOBAL, INC.  
  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Xxxxxx X. Xxxxx,  
Title: President and Chief Executive Officer  
  
  
SOUTHERN GAS EQUITY OWNERS:  
  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
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