



# Atmos Energy Corporation Pension Account Plan Summary Plan Description

Effective January 1, 2025



# Atmos Energy Corporation

## Pension Account Plan

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## Highlights

The Pension Account Plan (“**PAP**” or “**Plan**”), a defined benefit plan, sponsored by Atmos Energy Corporation (the “**Company**” or “**Atmos Energy**”) shows your benefit as an account balance, so you can watch your benefit grow over time. Your account will grow, tax-deferred, through Company allocations and interest earnings. Atmos Energy pays the full, actuarially determined cost of the PAP through contributions to a trust funding the PAP. This Summary Plan Description sets forth the terms of the PAP as in effect on January 1, 2025.

## Participation

### Eligibility

If you were an employee who was an active Participant in the PAP on December 31, 2019, you will continue to continue to be an active Participant.

If you leave employment with Atmos Energy for any reason, you will not be eligible to resume participation in the PAP upon reemployment. If you did not receive a distribution of your account at the time of your original termination of employment, you will participate in the Plan as an “**Inactive Participant**,” meaning you will no longer receive Company allocations but will continue to earn interest credits until you begin to receive benefits. Similarly, certain prior active Participants ceased active participation in the Plan while employed by Atmos Energy and became Inactive Participants as of December 31, 2010, and will continue to earn interest credits on their accounts until they start to receive benefits.

Except for the employees described above, no other employee is eligible to participate in the PAP. Any employee who is not eligible to participate in the PAP is referred to hereinafter as an “**Ineligible Employee**.”

## Service

Generally, service is the length of time you work for the Company. You generally begin earning service on your first day of employment. There are three types of service:

- **Participation Service** was used to determine eligibility to participate in the PAP for the employees eligible to participate in the PAP. As noted above, no new employees are eligible to participate in the PAP.
- **Eligibility Service** is used to determine when you have earned the right to receive a benefit.
- **Benefit Service** is the time period used to calculate the amount of your benefit.

### Participation Service

You earned a year of Participation Service if you earned at least 1,000 hours of service during your first twelve months of employment or during any calendar year after that time.

### Eligibility Service

You generally begin earning Eligibility Service on your date of employment. You will be 100% vested in your account after you complete three years of Eligibility Service. All employees participating in the PAP are 100% vested in their benefits under the PAP.

### Benefit Service

You generally begin earning Benefit Service on the date of your employment with Atmos Energy or a Participating Affiliate. Your Benefit Service under the PAP includes any Benefit Service you earned, or any service credited for benefit purposes under a Previous Plan that was merged into the PAP, as described in the table below,

Several other pension plans have been merged into the PAP. Each of these plans and transfers will be referred to in this Summary as a “ <b>Previous Plan</b> ”, with an applicable “ <b>Merger Date</b> ” as follows:
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Previous Plan	Merger Date	<p>You continue earning Benefit Service until your employment ends, unless you are an Inactive Participant, in which case you only earn interest credits. Benefit Service includes any time you were away from work because of qualified military service. It also includes any time you were employed after your normal retirement date.</p>
Original Plans Merged into PAP	January 1, 1999	
Southwestern Energy Company Pension Plan (the "SEC Plan")	June 1, 2000	
Mississippi Valley Gas Company Retirement Plan (the "Mississippi Plan")	June 30, 2003	
Atmos Energy Corporation Retirement Plan for MVG Union Employees (the "Mississippi Union Plan")	December 31, 2014 (Benefits for Employees employed in the Mississippi Division on January 1, 2015, who were covered by a collective bargaining agreement ("CBA") on July 7, 2014, or became employed by the Mississippi Division between July 7 and July 14, 2014, and would have become covered by the CBA ("former Mississippi Union Employees") were transferred to the PAP (as well as benefits of Post-9/2010 Mississippi Union Plan Transfer Employees as described below)	
Pre-10/2010 Mississippi Union Transfer Employees (i.e., employed by the Mississippi Division before October 1, 2010, and transferred from employment covered by a CBA to a position covered by the PAP)	Pre-10/2010 Mississippi Non-Union Plan Transfer Date (Benefits from the Mississippi Union Plan accrued before October 1, 2010, for Pre-10.2010 Mississippi Union Transfer Employees were transferred to the PAP)	<p><b>Hours of Service</b> You will receive 90 Hours of Service credit for each bi-weekly payroll period in which you earn at least one Hour of Service. Generally, you earn an Hour of Service for each hour you are paid for doing your job, including back pay. You also earn Hours of Service when you are away from work, but <u>are entitled to be paid</u>, such as:</p> <ul style="list-style-type: none"> <li>· Paid time off</li> <li>· Holidays</li> <li>· Extended Illness Bank</li> <li>· Disability</li> <li>· Jury duty</li> <li>· Military duty</li> <li>· Leave of absence</li> </ul>
Post-9/2010 Mississippi Union Plan Transfer Employees (i.e., employed by the Mississippi Division after September 30, 2010, and transferred from employment covered by a CBA to employment that was not covered by a CBA)	Post-9/2010 Mississippi Non-Union Transfer Date (Benefits accrued before the Post—9/2010 transfer date were transferred as part of the Mississippi Union Plan Merger)	<p><b>Break in Service</b> You will have a Break in Service if you leave the Company and you do not earn at least one Hour of Service during the twelve-month period beginning on the date you leave employment. If you complete one Hour of Service within the year after you leave employment, you will not have a Break in Service.</p> <p>You will not have a Break in Service if you are absent from work because of any of the following reasons:</p> <ul style="list-style-type: none"> <li>· You are pregnant</li> <li>· You give birth to a child</li> <li>· You adopt a child</li> <li>· You need time to care for a child immediately following birth or adoption.</li> </ul>

Benefit Service also includes certain employment with a Nonparticipating Affiliate from and after January 1, 1999.

Your Hours of Service will be credited in the Plan Year in which your absence begins if necessary to prevent a Break in Service in that year, or in all other cases, in the following Plan Year, but no more than 501 Hours of Service will be credited for any such absence.

**How Your Account Grows**

Under the PAP, a Cash Balance Account is set up in your name. The Company pays the entire cost of this benefit and sets aside monies based on an actuarial determination each year. The assets of the PAP are held in trust on your behalf. As you work for Atmos Energy, the account will grow through Company allocations and interest earnings. You will receive an annual statement showing you how much the Company has credited to your account and how much interest you have earned.

Your account is equal to the sum of your Opening Balance, Annual Pay Credits, and Interest Credits.

**Opening Balance**

If you become a participant in the PAP on or after January 1, 1999, the opening balance in your account will be \$0.

If you were a participant in one of the Previous Plans, you received an opening balance based on the present value of the benefit you accrued under the Previous Plan as of the day before the Merger Date, except that in the case of the Mississippi Plan Merger, you received an opening balance on July 1, 2003, based on the present value of the benefits you accrued in the Mississippi Plan as of June 29, 2003, and the PAP as of June 30, 2003, and except that in the case of the Mississippi Union Plan Merger the present value of the benefit you accrued under the Mississippi Union Plan is based on your attained age in years and completed months as of January 1, 2015.

Your accrued benefit under the PAP is not less than your accrued benefit as of the day before the Merger Date, determined under your Previous Plan.

**Allocations to Your Account**

If you are an active Participant, the Company will make allocations to your account each year based on your age, service, and Annual Pay, as illustrated in the “Annual Pay Allocation” table below.

<p><b>Annual Pay</b> Annual Pay is the total amount as reported on your Form W-2, including lump-sum merit payments, plus any pre-tax contributions under Sections 125, 401(k) and 132(f)(4), but not including any of the following:</p> <ul style="list-style-type: none"> <li>· Expense reimbursements</li> <li>· Bonuses</li> <li>· Contributions under the PAP or any other deferred compensation or welfare benefit plan (except under Sections 125, 401(k) and 132(f)(4))</li> <li>· Other special payments of any kind that are unrelated to your activities associated with or in lieu of your performance of services for Atmos Energy or a Participating Affiliate</li> </ul> <p>Annual Pay is subject to a statutory limit, which for 2025 is \$350,000.</p>
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This table shows the percentage of your Annual Pay that will be allocated to your account:

Annual Pay Allocation		
Age <sup>1</sup> plus Service <sup>2</sup> at Start of Plan Year	Your Annual Pay	Your Annual Pay Above Wage Base <sup>3</sup>
Less than 35	2.35%	2.35%
35-49	3.25%	3.25%
50-64	4.5%	4.5%
65-79	6.25%	5%
80-94	8.5%	5%
95 or more	10.5%	5%

<sup>1</sup>Your age in whole years as of the first day of the Plan Year.

<sup>2</sup>Your years of Benefit Service as of the first day of the Plan Year.

<sup>3</sup>The Social Security Wage Base, set each year by the federal government. It is \$174,900 for 2025.

**Example**

Suppose Susan is 35 years old with 10 years of service and her Annual Pay is \$50,000. Here's how the PAP would calculate her allocation in the Pension Plan Account:

\$50,000	Annual Pay
X 3.25%	Annual Allocation % (age + service = 45)
\$ 1,625	Annual Allocation

**Special Transition Allocation**

If you were a participant in a Previous Plan with a Merger Date prior to December 31, 2014 (other than a Post-9/2010 Mississippi Union Transfer Employee), to ease the transition into the PAP, you have received an additional allocation each year for up to 10 years, so long as you were not an Inactive Participant. In the case of a Mississippi Former Union Employee or a Post-9/2010 Mississippi Union Transfer Employee, so long as you are not an Inactive Participant, you will receive an additional allocation each year for up to 10 years beginning as of January 1, 2015, as long as you work for Atmos Energy and remain eligible to participate in the PAP. The following table shows the percentage of your Annual Pay you will receive as your transition allocation:

Age as of Merger Date	Annual Pay	Annual Above Wage Base Pay
Less than age 30	0%	0%
30 to 34	1%	1%
35 to 39	2%	2%
40 to 44	3%	3%
Age 45 or more	5%	5%

**Example**

Suppose Bill is 44 years old and is still covered by the special transition allocation. Based on the table above, his additional allocation rate is 3%. If his Annual Pay is \$50,000, the PAP would calculate his additional allocation as follows:

\$50,000      Annual Pay  
 X    3%      Additional Allocation %  
 \$ 1,500      Additional Allocation

**Interest Earnings**

The balance in your account will continue to earn interest until you begin receiving benefits. The interest credits will be calculated based on your account balance on the first day of each Plan Year and added to your account at the end of that year. The interest rate will be equal to the 30-year U.S.

Treasury Securities rate in effect for November of the prior year. It will not be less than 4.69% or more than 7%. This competitive rate allows your account to grow consistently while avoiding the uncertainties associated with the stock market.

**Calculating Your Benefit**

When you retire, the account balance in your Cash Balance Account is converted to a monthly life annuity. You may also choose to receive your benefit in an optional form as described in the Optional Forms of Payment section, below.

**Minimum Benefit**

Except in the case of the Mississippi Union Plan Merger, your accrued benefit will never be less than the **greater** of:

- Your accrued benefit as of the day before the Merger Date under the Previous Plan, or
- Your employee contributions to a Previous Plan, plus any interest under the provisions of that plan.

In the case of the Mississippi Union Plan Merger, your accrued benefit will never be less than the **sum** of:

- Your accrued benefit as of the day before the Merger Date under the Mississippi Union Plan; plus
- Your accrued benefit based on your Cash Balance Account determined with an opening balance of \$0 and Annual Pay Credits and Interest Credits credited to your Account from and after January 1, 2015.

**Special “Grandfather” Rules**

If you were a participant in one of the Previous Plans as of the day before the Merger Date, and you had reached age 50 as of the Merger Date (or July 1, 2003, in the case of the Mississippi Plan Merger and in the case of any Pre-10/2010 Mississippi Union Transfer Employee, or January 1, 2015, in the case of the Mississippi Union Plan Merger and in the case of any Post-9/2010

Mississippi Union Transfer Employee), special “grandfather” rules applied to you for a period of 10 years. In the case of a Mississippi Former Union Employee or a Post-9/2010 Mississippi Union Transfer Employee, the 10 years that apply to you began as of January 1, 2015. Under these rules:

Your benefit will be calculated two ways:

1. Under the PAP, and
2. Under the Previous Plan formulae. Using these formulae:
  - (a) except in the case of the Mississippi Union Plan Merger, your benefit is the sum of:
    - (i) the amount determined as of the day before the Merger Date (or in the case of the Mississippi Plan Merger, as of June 30, 2003) adjusted for future Annual Pay increases through your date of termination of employment (unless you are an Inactive Participant, in which case, through December 31, 2010 or the date of your initial termination of employment, as applicable) or 10 years after the Merger Date (or 10 years after July 1, 2003, in the case of the Mississippi Plan Merger and in the case of any Pre-10/2010 Mississippi Union Transfer Employee, so long as you are not an Inactive Participant), if earlier, and
    - (ii) the amount for service after the Merger Date (or July 1, 2003, in the case of the Mississippi Plan Merger) under the formula in the Employees Retirement Plan of Atmos Energy Corporation in effect on December 31, 1998—service and final average earnings are determined as of your date of termination of employment (unless you are an Inactive Participant, in which case, in which case they are determined as of December 31, 2010 or the date of your initial termination of

employment, as applicable ) or 10 years from the Merger Date (or 10 years after July 1, 2003, in the case of the Mississippi Plan Merger and in the case of any Pre-10/2010 Mississippi Union Transfer Employee, so long as you are not an Inactive Participant), if earlier.

- (b) in the case of the Mississippi Union Plan Merger, your accrued benefit determined as of the day before the Merger Date, adjusted for Annual Pay increases and increases in “**Covered Compensation**” as defined in the Mississippi Union Plan (but excluding any bonuses paid) from and after the Merger Date and for your years of Benefit Service from and after January 1, 2015, through your date of termination of employment or 10 years after January 1, 2015, if earlier. “**Average Monthly Earnings**” is defined in the Mississippi Union Plan as in effect on the day before the Merger Date, adjusted for Annual Pay increases (but excluding any bonuses paid) from and after the Merger Date through your date of termination of employment or 10 years after January 1, 2015, if earlier.

The results of 1. and 2. above will be compared, and you will receive the larger benefit.

#### **How Your Benefit Is Paid**

#### **Forms of Payment**

#### **Lump Sum Values of \$7,000 or Less**

If the lump sum value of your benefits under the PAP is \$7,000 or less, your distribution will be automatically rolled over to an individual retirement account (“**IRA**”) established in your name by the Administrator unless you elect to receive your benefits in the form of a lump sum.

If an IRA account is established in your name by the Plan Administrator, your IRA account will be invested in an investment option which is designed to preserve your principal account balance, provide

a reasonable rate of return, and maintain liquidity. Fees and expenses charged for the establishment and maintenance of your IRA account will be paid directly from your IRA account.

For further information concerning the PAP's mandatory distribution procedures, IRA provider(s) selected by the Plan Administrator, and the fees and expenses charged for establishing and maintaining the IRA(s), please contact the Plan Administrator at 972-855-4032, or by mail at 1800 Three Lincoln Centre, 5430 LBJ Freeway, Dallas, TX 75240.

### **Lump Sum Values of More Than \$7,000**

If the lump sum value of your benefits under the PAP is more than \$7,000 when you retire or otherwise leave the Company for any reason other than your death, your benefits will be paid as provided in the Section titled **When Your Payments Begin**, and if you have not elected an optional form of payment, you will receive the following form of payment, depending on your marital status:

- If you are single, the automatic form of payment is the *life annuity option*. Your benefit is paid as a single life annuity for as long as you live. Your benefits are paid monthly and stop at your death.
- If you are married, the automatic form of payment is the *joint and survivor option (50%)*. Under this form of payment, a reduced monthly benefit is payable to you for life. If you die before your spouse, 50% of your benefit will be paid to your spouse for his or her lifetime. After your death and your spouse's death, no further benefits are paid. When your spouse dies, payments will stop. If your spouse dies before you, your benefit will not change. No benefit will be payable after your death, even if you have been remarried.

### **Optional Forms of Payment**

If the lump sum value of your benefits is more than \$7,000 when you retire or otherwise leave the

Company, you may choose an optional form of payment by completing an election form available from the Plan Administrator. If you are married, you must obtain your spouse's written and notarized consent.

### **Joint and Survivor Annuity**

You may choose to receive an actuarially reduced benefit for your lifetime. After your death, your beneficiary will receive 66.67%, 75%, or 100% of the benefit you received before your death, depending on the option you chose. If your beneficiary dies before you, the benefit remains unchanged and cannot be transferred to another person. No benefit is then payable after your death.

### **Life Annuity**

If you choose the life annuity option, your benefit is paid as a single life annuity for as long as you live. Your monthly benefits are based on the value of your account and your age when payments begin. Payments end with your lifetime.

### **Life Annuity with Guaranteed Payment Period**

You may choose to receive a reduced monthly benefit for your lifetime but guaranteed for a period of five or ten years, depending on the option you choose. If you die before the guaranteed number of payments has been made, your beneficiary will receive payments for the remainder of the guaranteed period. If you live beyond the guaranteed period, benefits will continue for your lifetime and stop when you die.

### **Lump Sum Option**

You may choose to receive your benefits in one lump sum payment. If your benefits are based on your account balance, your lump sum payment will equal the value of your Cash Balance Account, **unless** you are a Mississippi Former Union Employee (as defined in the Section titled **Benefit Service** above) or an employee employed in the Mississippi Division on January 1, 2011, who on a date after June 28, 2005, transferred from employment that was covered by the CBA to

employment that was not covered, in which case your lump sum payment will equal the **greater** of

- (i) the opening balance in your Cash Balance Account plus interest credits on that opening balance and
- (ii) the actuarial equivalent value of your accrued benefit under the applicable Previous Plan, plus (iii) the portion of your Cash Balance Account attributable to the Annual Pay Allocations and interest credits applied to those Allocations.

If you are covered by the special "grandfather" rules described above and the value of your grandfathered benefit is greater than the value of your account balance, your lump sum payment will equal the actuarial equivalent value of your grandfathered benefit. Once you receive a lump sum payment, you generally will not receive any additional benefits from the PAP.

### **Special "Grandfather" Optional Forms of Payment**

If you were a participant in one of the Previous Plans as of the day before the Merger Date, in addition to the forms of benefits provided above, you may choose any of the other optional forms of payment provided for under the appropriate Previous Plan as in effect on the day before the Merger Date.

#### **Tax Consequences to Consider**

If you elect to receive monthly benefits from the PAP, you will owe ordinary income taxes on these payments.

If you elect a lump sum payment, you may wish to roll over your entire distribution until you need to use it as a source of income. By rolling over your payment to an IRA or another employer's qualified plan, you can continue to defer taxes. Otherwise, the full amount of the payment (including a rollover to a Roth IRA) will be taxed as part of your ordinary income for the year in which you receive it. You also may be subject to state tax.

If you leave employment and you elect a distribution before you reach age 59½, your payment may also be subject to a 10% penalty tax for early payment, if you do not roll it over. The penalty tax does not apply to payouts because of your death.

## **When Your Payments Begin**

### **Normal Retirement**

The normal retirement age is 65, or the third anniversary of your employment date, whichever is later, except that for former SEC Plan participants, the normal retirement age is simply 65. The first day of the month following the date you reach your normal retirement age is your "**normal retirement date**," and you can begin receiving benefits on that date if you retire, but if you are retired by the time you reach age 73 effective January 1, 2023 (age 72 if you reached that age on and after January 1, 2020, and before January 1, 2023, and age 70½ if you reached that age before January 1, 2020) (each of these ages is referred to as the "**Required Distribution Age**"), you must begin receiving benefits by April 1 of the calendar year next following the calendar year in which you reach the Required Distribution Age. See the Section below entitled **Required Distributions after Required Distribution Age**.

### **Early Retirement**

You may retire early if you have reached age 55 and have completed at least three years of Eligibility Service. If you retire early, you may choose to receive an immediate early retirement income or a deferred retirement income. A deferred retirement income can begin on your normal retirement date, but you must begin receiving benefits by April 1 of the calendar year next following the calendar year in which you reach the Required Distribution Age. The amount of your monthly benefit will be adjusted based on your age at the time you begin receiving the benefit. See the Section below entitled **Required Distributions after Required Distribution Age**.

### **Late Retirement**

If you continue working for Atmos Energy after you reach age 65, your account will continue to grow until you actually retire. You can begin receiving benefits on the first day of the month after you retire. But if you are retired by the time you reach the Required Distribution Age, you must begin

receiving benefits by April 1 of the calendar year next following the calendar year in which you reach the Required Distribution Age.

If you continue working after you reach the Required Distribution Age, you must begin receiving benefits on April 1 of the next calendar year, or April 1 of the year after you retire, whichever is later. See the Section below entitled **Required Distributions after Required Distribution Age**. If you own five percent or more of the Company, you must begin receiving benefits on April 1 of the year after you reach the Required Distribution Age or the year in which you become a five percent owner, whichever is later.

#### **If You Return to Work After Retirement**

If you return to work after your retirement benefit has begun, your benefit will continue without interruption.

#### **If Your Employment Ends**

If you end your employment before you are eligible for early or normal retirement, and you are vested in the PAP, and the value of your benefits under the PAP is more than \$7,000, you have the following options: (1) at the time of your termination you can receive a lump sum payment; (2) at the time of your termination you can receive a monthly pension benefit in one of the annuity forms provided under the PAP; or (3) you can postpone receiving benefits until a later date which generally would be your normal retirement date, but can be no later than April 1 of the calendar year next following the calendar year in which you reach age 73 (age 72 if you reached that age on and after January 1, 2020, and before January 1, 2023, and age 70½ if you reached that age before January 1, 2020). For more information, see the Sections titled **Lump Sum Values of More Than \$7,000** above, and **Required Distributions after Required Distribution Age** below.

All employees participating in the PAP are 100% vested in their benefits under the PAP.

#### **Required Distributions after Required Distribution Age**

If you have not taken or commenced a distribution of your benefits after your employment termination date and by the time you reach the Required Distribution Age, as defined under the Section entitled **Normal Retirement** above, you must commence distribution by April 1 of the calendar year next following the calendar year in which you reach the Required Distribution Age. If you retire after you have reached the Required Distribution Age, you must commence distribution by April 1 of the calendar year following the year you retire.

During the calendar year in which you reach the Required Distribution Age or at the time of your retirement, if later, you will be mailed your required distribution forms by certified mail, return receipt requested. ***It is very important that you sign and return the receipt for any certified letter you receive from the Plan.***

If you do not return the required distribution forms within the time provided, at the time your benefits must commence, you automatically will be mailed a check for the monthly amount you are to receive under the Plan, less any required tax withholding amount.

The required distribution information and the check will be mailed to the last known address on file with the Plan; therefore, it is very important for you to leave your and your beneficiary's correct addresses with the Plan Administrator and update those addresses, as necessary. If you have moved and not updated your address, the Plan Administrator will use the missing participant procedures set forth below in the Section titled **Missing Participants** to try to locate you.

The amount of the monthly check mailed to you will depend on your marital status as reflected in the Plan's files. If the last known information in the Plan's files indicates you are married, the monthly check will be in the form of a joint and survivor option (50%). If the Plan's files indicate you are not

married or the Plan has no information on your marital status, the monthly check will be in the form of a life annuity. In either case, you will be informed how the amount of payment was determined.

Unless and until you contact the Plan Administrator or cash the check, after the first monthly automatic payment of your benefit, for the remainder of the first year, the Plan Administrator will accumulate the monthly payments due through December. The Plan Administrator will send you and file a 1099 form showing the amount of the first monthly payment, and you will be taxed on that payment.

In each year after the first year, the Plan Administrator will send you a mailing via certified mail, return receipt requested, to the last known address in the Plan's files. If you do not respond to the mailing or the return receipt is returned unsigned, the Plan Administrator will accumulate payments due for that year.

At any time, you may make a claim, pursuant to the claims procedure provided for in the Sections titled **Claims, Appeals Procedure and Disputing a Claim**, for the amount of any uncashed checks, along with any other monthly payments owing for the period before your claim, but all amounts payable before your claim is filed will be paid, to the extent legally permissible, without any earnings for the period beginning when the check was originally sent or the payment was originally owing.

In addition, at the time of any claim for previously paid or owing amounts, if your marital status at the time payments originally began was different from the form in which the previous distributions were made or accumulated, upon notice from you and providing the needed information, your benefits owing from the Plan will be adjusted as determined by the Committee in accordance with the terms of the Plan.

Additional information regarding attempting to locate missing participants is provided in the Section titled **Missing Participants**, below;

additional information regarding unclaimed distributions is provided in the Section titled **Unclaimed Distributions**, below.

### **Rehires**

As previously noted, upon rehire, if you were actively participating in the PAP when you left the Company, you will not be eligible to actively participate from and after the date you are rehired.

### **If You Become Disabled**

If you become disabled before you retire, and you are not an Inactive Participant, your account will continue to grow as though you were actively employed, until you choose to begin receiving your Plan benefit. If you recover from disability and return to employment with Atmos Energy, you will participate in the PAP as an Inactive Participant if you have not commenced receiving payment of your benefit. If you recover from disability and return to employment with Atmos Energy after you have commenced payment of your benefit, you will not be eligible to resume participation in the PAP.

Becoming disabled means (i) qualification for long-term disability benefits under the Atmos Energy Corporation Group Long-Term Disability Plan, as in effect from time to time; or, (ii) if the Long-Term Disability Plan is not then in existence or you are no longer entitled to benefits under the Long-Term Disability Plan because you received a lump sum settlement of disability benefits under that plan, eligibility for Social Security disability benefits. If your disability is based on your eligibility for Social Security disability benefits, you will not be treated as having suffered a disability unless you provide written proof that you are receiving Social Security disability benefits. In addition, unless you provide written proof of the continuing receipt of Social Security disability benefits six months after commencement of Social Security disability benefits and every six months thereafter, your disability will be deemed to have ceased at the time you fail to provide such written proof.

For example, if Bill becomes disabled at age 45, is earning \$40,000 and has 10 years of service, he will continue earning an annual allocation each year he is disabled based on \$40,000. Bill's account will also grow each year with interest. The annual allocation will reflect age and service increases as if Bill was actively employed and will include the Special Transitional Allocation, if applicable.

## **Death Benefits**

### **If You Die Before Distributions Have Been Made or Begun**

If you are vested and die before you retire or after you retire but before distributions have been made or begun, your designated beneficiary must apply in writing to receive your benefit. Your beneficiary may choose a life annuity or lump sum payment. If your beneficiary does not make any election, the normal form of payment of the death benefit will be a life annuity. If there is no designated beneficiary or all designated beneficiaries die before you, death benefits will be paid in a lump sum payment.

If your sole beneficiary is your surviving spouse and a life annuity is payable, then distribution of a monthly annuity may begin at any time, but no later than the date you would have reached age 65, unless you die after age 65, in which case distributions must begin no later than the first anniversary of the date of your death. If your surviving spouse is not your sole beneficiary and a life annuity is payable to your non-spouse beneficiary, then distribution of a monthly annuity to the non-spouse beneficiary may begin at any time, but no later than the first anniversary of the date of your death.

If a lump sum payment is chosen or otherwise payable, the lump sum will be paid as soon as administratively possible following receipt by the Committee of acceptable proof of your death but must be paid no later than the fifth anniversary of the date of your death.

If you die while performing qualified military service, you will be presumed to have returned to active employment with your employer immediately prior to your death for purposes of determining whether any death benefit is applicable and the amount of such benefit, if applicable.

If your beneficiary does not respond to communications sent to the last known address on file with the Plan at the time distributions are otherwise required to be paid, after using the procedures set forth in the Section titled **Missing Participants** below, if necessary, then the Plan Administrator will mail a check for the appropriate amount of the death benefit payment. If the death benefit is being paid in monthly amounts, unless and until the beneficiary contacts the Plan Administrator or cashes the check, after the first monthly automatic payment of the death benefit, for the remainder of the first year, the Plan Administrator will accumulate the monthly payments due through December. The Plan Administrator will send the beneficiary and file a 1099 form showing the amount of the first monthly payment, and the beneficiary will be taxed on that payment.

In each year after the first year, the Plan Administrator will send the beneficiary a mailing via certified mail, return receipt requested, to the last known address in the Plan's files. If the beneficiary does not respond to the mailing or the return receipt is returned unsigned, the Plan Administrator will accumulate payments due for that year.

At any time the beneficiary may make a claim, pursuant to the claims procedure provided for in the Sections titled **Claims, Appeals Procedure** and **Disputing a Claim**, for the amount of any uncashed checks, along with any other monthly death benefit payments owing for the period before the claim, but all amounts payable before the claim is filed will be paid, to the extent legally permissible, without any earnings for the period beginning when

the check was originally sent or the payment was originally owing.

### **Beneficiary Designation**

You should designate a beneficiary to receive your benefit if you die before receiving a distribution or before you have begun to receive benefit payments. If you desire to name a minor as your beneficiary, you should consult a financial or legal advisor on the proper manner of designating that minor because payments cannot be made directly to minors. If you are married, your beneficiary must be your spouse unless your spouse agrees in writing to a different beneficiary. This written consent must be witnessed by a notary public.

If you do not designate a beneficiary, or if your selected beneficiary dies before you, the Committee will direct the Plan Trustee to distribute your benefit to your surviving spouse, or if you do not have a surviving spouse, to your estate.

Your spouse is the person to whom you are legally married under applicable federal law. You must provide proof of marriage if requested by the Plan Administrator, such as an affidavit of marriage or a marriage license issued by the applicable state.

### **If You Die After Distributions Have Been Made or Begun**

If you die after receiving a lump sum payment from the Plan, no additional benefits are payable to your beneficiary.

If you die after monthly benefits have begun, death benefits will be paid to your beneficiary only if the form of payment you elected provides for such payments.

### **Missing Participants**

When you are no longer an active employee with the Company, it is very important for you to leave your and your beneficiary's correct addresses with the Plan and update those addresses, as necessary.

If the Plan Administrator cannot confirm a current address through information maintained by the Company, the Plan Administrator will use Postal Service change of address databases and then will send a letter, along with the required distribution information, if appropriate, via certified mail, return receipt requested, to the last address the Plan Administrator can find. ***It is very important that you sign and return the receipt for any certified letter you receive from the Plan.***

If the return receipt is returned unsigned, the Plan Administrator will review other publicly available information, other Company available records and, where applicable and necessary, a third-party locator service will be used to attempt to determine a current address.

If new addresses are obtained, the Plan Administrator will send verification letters to those addresses for confirmation of the correct address. ***If you receive such a letter, it is important that you reply as requested, and thereafter keep your addresses updated as necessary.***

### **Unclaimed Distributions**

If any check sent to you or a beneficiary is not cashed within 90 days after its issuance, the Plan Administrator will send a letter, to the last known address in the Plan's files for you or your beneficiary, requesting you or the beneficiary to cash the check or notify the Plan Administrator that the check has been lost or destroyed. If the Plan Administrator is not notified or the check is not cashed, a stop payment will be placed on the check 180 days after the check was issued, and the check will be redeposited into the Plan. You may thereafter make a claim for the amount of any uncashed check or checks, but they will be paid, to the extent legally permissible, without any earnings for the period beginning when the check was originally sent.

As noted in the Section titled **Required Distributions at Age 73**, above, even if one or more checks are uncashed, you or your beneficiary will still be taxed on the amounts of those unclaimed

payments, and the appropriate filing with the Internal Revenue Service will be made showing the taxable amount of the unclaimed distribution.

### **Correction of Benefits**

If an error or omission is discovered in the amount of your benefit, the Plan Administrator is entitled to recover or recoup any overpayment, plus interest, in any manner determined by the Plan Administrator, in its sole discretion, as necessary to correct such error or omission, including but not limited to reducing the amount of future payments to which you would otherwise be entitled.

### **Administrative Information**

#### **Your Rights Under ERISA**

As a participant in the PAP, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (“**ERISA**”). ERISA provides that all Plan participants will be entitled to:

#### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and other specified locations, such as worksites, all Plan documents, including copies of all documents filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, such as annual reports (Form 5500 Series) and plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable amount for the copies.
- Receive the Plan's annual funding notice. The Plan Administrator is required by law to furnish each participant with such notice.
- Obtain a statement telling you whether you have a right to receive a benefit from the Plan at normal retirement age (generally, age 65, or the third anniversary of your employment date, whichever is later) and, if so, what your benefit

under the Plan would be at normal retirement age if you stop working now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to earn a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan Administrator must provide the statement free of charge.

#### **Prudent Action by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people responsible for the Plan's operation. The people who supervise the Plan's operation, called “fiduciaries,” have a duty to do their jobs prudently and solely in the interest of you and other Plan participants and beneficiaries. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

The Plan Administrator has the sole authority to interpret the terms of the Plan. No one, including an employer or any other person, may terminate your employment or discriminate against you in any way to prevent you from obtaining a benefit from the Plan or exercising your rights under ERISA.

#### **Enforce Your Rights**

If a claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision, without charge, and to appeal any denial, file suit all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual funding notice from the Plan Administrator and do not receive them within 30 days, you may file suit in federal court. The court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials — unless the materials were not sent because of reasons beyond the Plan Administrator's control. If you have a claim for benefits that is denied or ignored, in whole or in part, and you disagree with

the denial, you must file an appeal of that denial in accordance with the “**Appeal Procedures**” described below in this Summary Plan Description. After the final appeal is denied, in accordance with the Appeal Procedures, you may file suit in a state or federal court. In addition, if you disagree with the decision or lack thereof concerning the qualified status of a domestic relations order, after exhausting the appeals process described in the Appeal Procedures below, you may file suit in Federal court.

If the Plan’s fiduciaries misuse the plan’s money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay those costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

#### **Assistance with Your Questions**

If you have any questions about the Plan, contact the Plan Administrator. If there are any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### **Qualified Domestic Relations Order**

Your Plan benefits are intended for you and/or a beneficiary. They may not be assigned, attached, or seized by creditors, except in the case of a federal income tax levy or a Qualified Domestic Relations Order (“**QDRO**”).

A QDRO is a legal judgment, decree, or order that recognizes a child’s or other dependent’s support, alimony, or marital property rights.

If you become legally separated or divorced, some or all of your benefits under the Plan may be assigned to an alternate payee to satisfy a legal obligation you may have to a spouse, former spouse, child, or other dependent.

The order must meet specific requirements to be recognized as qualified by the Plan Administrator. Also, the order must meet certain guidelines regarding the amount and timing of payments.

If the Plan Administrator determines that a domestic relations order is qualified or unqualified within 18 months after the order is received, the Plan Administrator will notify you and any affected person of the determination, in writing. If the Plan Administrator cannot determine whether a domestic relations order is qualified within 18 months, the order is considered unqualified.

If a domestic order is judged qualified after the 18-month period, the Plan cannot enforce the order retroactively. Payments must begin at the date the order was determined to be qualified.

It is important that you, your attorney, or the court immediately provide the Plan Administrator with any domestic relations court order that assigns any part of your benefits to an alternate payee.

If the Plan is prevented from honoring a court order because you fail to provide the Plan Administrator with a copy of the order and any other information requested by the Committee, you must resolve any resulting problems with the court.

In certain instances, payment of court-ordered benefits may begin while you are still working. Specifically, a QDRO may require the payment of benefits to an alternate payee when you reach the earliest retirement age (i.e., die, terminate employment, retire or attain age 50). Also, a QDRO entered into in connection with your divorce or legal separation may permit the alternate payee to elect payment of benefits before you would reach your earliest retirement age. The amount of any

payments will be based on the benefit you have already earned on the date they are to begin. These payments will reduce your future benefit payments. The amount of any payments will be based on the benefit you have already earned on the date they are to begin. These payments will reduce your future benefit payments.

### **Claims**

To receive a benefit from the Plan, you must submit an application in writing to the Committee. If you have a claim regarding entitlement to benefits, eligibility, participation or any other right or interest under the Plan, you must file a written claim setting forth the basis of that claim with the Committee in the manner prescribed by the Committee no later than six (6) months after the occurrence of the event giving rise to the need to file that claim. An authorized representative may act on your behalf or on your beneficiary's behalf in requesting a benefit or filing a claim. Any references to "you," "your beneficiary" or "claimant" will, as appropriate, include such authorized representative.

In the event the claim is denied or the Committee otherwise makes an adverse benefit determination as defined in the U.S. Department of Labor regulations regarding claims procedures (referred to herein as an "**adverse decision**"), the Committee will provide the claimant a written statement which will be delivered or mailed to the claimant by certified mail to his last known address or, in some cases, via electronic notification. The written statement will be written in a manner calculated to be understood by the claimant and will contain the following:

- (i) the specific reason or reasons for the adverse decision;
- (ii) references to the specific provisions of the PAP upon which the denial is based;
- (iii) a description of any additional material or information that is necessary for the claimant to

perfect the claim and an explanation of why such material or information is necessary; and

- (iv) an explanation of the review procedure provided below and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of benefits after such review.

Such written statement will be provided to the claimant within a reasonable period, but not later than 90 days after the Committee receives the written claim, unless the Committee determines that special circumstances require an extension of time for processing the claim. If the Committee determines that an extension of time for processing is required, it will provide the claimant with written notice of the extension no later than 90 days after it receives the claim. In no event will such an extension exceed a period of 90 days from the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the benefit determination.

### **Appeal Procedures**

Within 60 days after receipt of a notice of an adverse decision as provided above, if the claimant disagrees with the adverse decision, the claimant or his authorized representative must request, in writing, that the Committee review his appeal. In conducting its review, the Committee will consider any written statement or other evidence presented by the claimant or his authorized representative in support of his claim.

The Committee will give the claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. The Committee will provide the claimant with the opportunity to submit written comments, documents, records, and other information relating

to the claim for benefits. The Committee will provide a full and fair review of the appeal taking into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

If the Committee denies the claim on appeal, the Committee will notify the claimant in writing of the adverse decision by delivery or by certified mail to his last known address or, in some cases, via electronic notification. The Committee will notify the claimant of the adverse decision on appeal within a reasonable period, but not later than 60 days after receipt of the claimant's request for a review by the PAP. However, in the event that special circumstances require an extension of time for processing the application for appeal (such as the need to hold a hearing, if the PAP's procedures provide for a hearing), the Committee will so notify the claimant of its decision not later than 120 days after receipt of the appeal application. If this extension of time is needed, the Committee will furnish the claimant, within 60 days after its receipt of such application, written notification of the extension explaining the circumstances requiring such extension and the date that it is anticipated that its decision on the appeal will be furnished.

If the Committee holds regularly scheduled meetings at least quarterly, then, notwithstanding the foregoing, the Committee will make a benefit determination on the appeal no later than the date of the meeting of the Committee that immediately follows the Plan's receipt of the appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In such cases, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the appeal. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination on the appeal will be rendered not later than the third meeting of the Committee

following the Plan's receipt of the appeal. If such an extension of time for review is required because of special circumstances, the Committee will provide you with written notice of the extension, describing the special circumstances and the date as of which the benefit determination on appeal will be made, prior to the commencement of the extension. The Committee will notify you of the benefit determination on appeal as soon as possible, but not later than 5 days after the benefit determination is made.

The decision of the Committee on appeal will be in writing, will be written in a manner calculated to be understood by the claimant and will include the following:

- (i) the specific reason or reasons for the denial of the appeal;
- (ii) references to the specific provisions of the PAP on which the denial was based;
- (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- (iv) a statement of the claimant's right to bring an action under Section 502(a) of ERISA.

#### **Disputing a Claim**

Exhaustion of the Claims and Appeals Procedures is a mandatory precondition to filing a suit for benefits. If you wish to dispute a claim, any complaint must be filed in the Federal District Court for the Northern District of Texas, Dallas division, within three years from the date of the occurrence of the event giving rise to the claim, or if you have filed a claim with the Committee, within one year from the date of the final claim denial, if that is later than the three years.

### **Maximum Pension Benefit**

Federal regulations may limit the benefits earned under the Plan for certain participants. For example, for 2025, the maximum amount of pay used to determine the credits to your account is \$350,000 per year, and the maximum annual pension limit is \$280,000. The limit may be adjusted each year. If you are affected by these limits, you will be notified.

### **Taxes on Benefits**

You do not pay income tax on your benefits until you begin receiving payments. Payments are taxed as ordinary income. When you start receiving a benefit, you must choose whether or not to have federal income taxes withheld from the monthly payment. If you do not choose, the Trustee will withhold taxes based on IRS regulations.

If you receive a lump sum payment from the PAP, the Trustee must withhold 20% of the lump sum for federal income taxes. To avoid this withholding and defer paying taxes, you could instruct the Trustee to deposit the benefit into an Individual Retirement Account or another employer's qualified retirement plan. You also may be subject to state income taxes.

### **If the Plan Becomes Top-Heavy**

Tax laws require the PAP to include provisions that would take effect if it becomes "top heavy." A plan is considered top-heavy if 60% or more of the value of all plan benefits are payable to a small group of senior employees. It is unlikely that the PAP will become top-heavy. A more detailed explanation of these provisions will be provided, if necessary.

### **Future of the PAP**

Atmos Energy Corporation expects to continue the PAP indefinitely for all employees, except for those employees who either (i) previously were participants in the PAP and who elected to cease active participation effective January 1, 2011, or (ii) are otherwise not eligible to participate in the PAP. However, the Company cannot make an unqualified commitment to so continue the PAP in

the future without modification. The Company has the right to change, amend, or discontinue the PAP at any time. However, no amendment to the PAP can be made which would reduce the accrued benefit of any employee.

This PAP is designed for the benefit of PAP participants and their beneficiaries. If the PAP were ever discontinued, every actively employed participant would immediately become 100% vested in his or her accrued benefit. Once all participants and beneficiaries receive their PAP benefits, any surplus in the trust fund would be returned to the Company.

Your pension benefits under this PAP are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. If the PAP terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most participants receive all of the pension benefits they would have received under their plan, but some participants may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the PAP terminates; and (3) certain benefits for your survivors. The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the PAP terminates; (2) some or all of benefit increases and new benefits based on PAP provisions that have been in place for fewer than 5 years at the time the PAP terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the PAP terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the PAP's normal retirement age; and (6) non-pension benefits, such as health

insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the PAP has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street NW, Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

#### **Plan Sponsor**

Atmos Energy Corporation  
1800 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, TX 75240  
(972) 855-4032

#### **Plan Administrator**

Atmos Energy Qualified Retirement Plans and Trusts Committee (the "**Committee**")  
1800 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, TX 75240  
(972) 855-4032

#### **Plan Administration**

The PAP is self-administered by the Atmos Energy Qualified Retirement Plans and Trusts Committee. The Plan Administrator, in its sole discretion, will have the right to construe, interpret, and apply the terms and provisions of the Plan. Any interpretation, determination, or other action made or taken by the Plan Administrator will be final, binding and conclusive.

#### **Plan Year**

The Plan Year is January 1 through December 31.

#### **Plan Trustee**

State Street Bank and Trust Company  
State Street Retiree Services  
P.O. Box 5149  
Boston, MA 02206-5149

#### **Agent for Service of Legal Process**

General Counsel  
Atmos Energy Corporation  
1800 Three Lincoln Centre  
5430 LBJ Freeway  
Dallas, TX 75240  
Service of legal process may also be made upon the Plan Administrator or the Plan Trustee.

#### **Plan Number**

003

#### **Employer Identification Number**

75-1743247

#### **Plan Identification**

The official name of the Plan is the **Atmos Energy Corporation Pension Account Plan**.

*This is a summary of the Atmos Energy Corporation Pension Account Plan, as amended and restated effective January 1, 2025. While this summary includes many of the facts about the PAP, it does not attempt to describe all provisions or limitations. In case of any questions, the official Plan document, as interpreted and administered by the Qualified Retirement Plans and Trusts Committee, remains the final authority.*