

FACILITIES EXTENSION AGREEMENT

CITY OF ALABASTER, AL

This **FACILITIES EXTENSION AGREEMENT** (this “*Agreement*”) is made as of the date signed by Utility below (the “*Effective Date*”) between Spire Alabama Inc. (“*Utility*”) and City of Alabaster, Alabama (together the “*Customer*”).

1. Customer Location. Customer desires to have its facility located at 10111 Montevallo Rd, Alabaster, AL 35007 (the “*Premises*”) served by natural gas.

2. Facilities Construction. Subject to the terms and conditions of this Agreement and receipt of all necessary permits and rights of way, Utility will use reasonable diligence to construct, or cause to be constructed, natural gas main pipeline and related facilities necessary to serve the Premises, as generally described on **Exhibit A** attached hereto (the “*Facilities*”). Customer will grant to Utility, as far as Customer has the right to do so, all necessary rights-of-way for Utility’s pipeline and other equipment, with full right of ingress and egress to and from the Premises, and the further right to do thereon any other acts necessary or convenient for providing natural gas service to the Premises. The Facilities will be the absolute property of Utility, free and clear of any liens or claims of Customer or its contractors, agents, or representatives.

3. Customer Contribution. To support the installation and relocation of the Facilities, Customer will pay \$0, as a contribution in aid of construction (the “*Contribution*”). Customer understands the cost to serve (\$94,277.92) is waived in full as long as the connected gas demand of 5,800 CFH is connected and a meter(s) is installed and activated at premise(s). Customer understands that if the minimum total connected load of 5,800 CFH is not fulfilled, customer could be responsible for a portion of the cost to serve up to and including the full amount (\$94,277.92) if meters are not connected and active by 12/31/25

4. Use of Natural Gas. Customer will use natural gas delivered by Utility through the Facilities as follows: the primary source of energy for heating, water heating, and cooking in the building(s) for not less than ten years from the date that the gas meter is installed at the Premises. The connected gas demand for the building(s) will be 5,800 CFH.

5. Notices. Any notice required by this Agreement must be written and will be deemed received on (a) the third business day after deposit in the United States mail, with postage prepaid, by certified mail or (b) one business day after deposit with a nationally-recognized overnight courier for overnight delivery and with all charges therefor prepaid, in each case addressed as follows:

If to Utility:
 Spire Alabama Inc.
 Attn: Director, Business Development
 605 Richard Arrington Jr. Blvd N
 Birmingham, AL 35203

with a mandatory copy to:
 Spire Inc.
 Attn: Legal Department
 700 Market Street
 St. Louis, MO 63101
 Email: legalnotices@spireenergy.com

If to Customer:
 City of Alabaster, Alabama
 Attn: Mayor: Scott Brakefield
 1953 Municipal Way Suite 102
 Alabaster, AL 35007
 (205) 664-6823

6. Confidentiality. Customer acknowledges that the existence and terms of this Agreement are confidential to Utility. Customer will use this confidential information only in furtherance of its obligations under this Agreement. Customer will not disclose this confidential information except to its employees and representatives who reasonably need to know, and Customer will be liable for any authorized use or disclosure of this confidential information to any person to whom Customer discloses it. Nevertheless, nothing will prevent Customer from disclosing this confidential information as compelled by a court or other tribunal after notice to Utility.

7. Tariff; Other Service Agreements. This Agreement is made pursuant and subject to the terms and conditions of Utility’s tariff and any applicable rules, regulations or decisions by the state public service commission regulating Utility (collectively, the “*Tariff*”). Utility and Customer have entered into, or may enter into, additional contracts for gas service with respect to the Premises (collectively, the “*Standard Agreements*”). To the extent of any conflict between the terms of this Agreement and the Standard Agreements, the terms of this Agreement will control.

8. Waiver; Severability. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by a party on any occasion is effective only in that instance and will not be construed as a bar to, or waiver of, any right on any other occasion. If any provision in this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected.

9. Attorney Fees. In the event either party brings suit to enforce its rights hereunder, the prevailing party will be entitled to recover the costs of such suit, including reasonable attorney fees.

10. General Terms. The recitals and any Exhibits to this Agreement and the relevant terms of the Tariff are by this reference incorporated into this Agreement. This Agreement embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein will be void, unenforceable and of no force or effect. This Agreement may be modified only by an instrument in writing executed by both parties. This Agreement cannot be assigned by either party without the other party’s written consent. This Agreement will bind each party and, as applicable, its successors, heirs, and assigns.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Electronic copies of any signed original agreement will be deemed the same as delivery of an original. Upon request, any party will confirm electronic copies of any signed original document by signing and delivering a duplicate original document.

IN WITNESS WHEREOF, the parties’ duly authorized representatives have executed this Agreement as of the Effective Date.

Spire Alabama Inc.

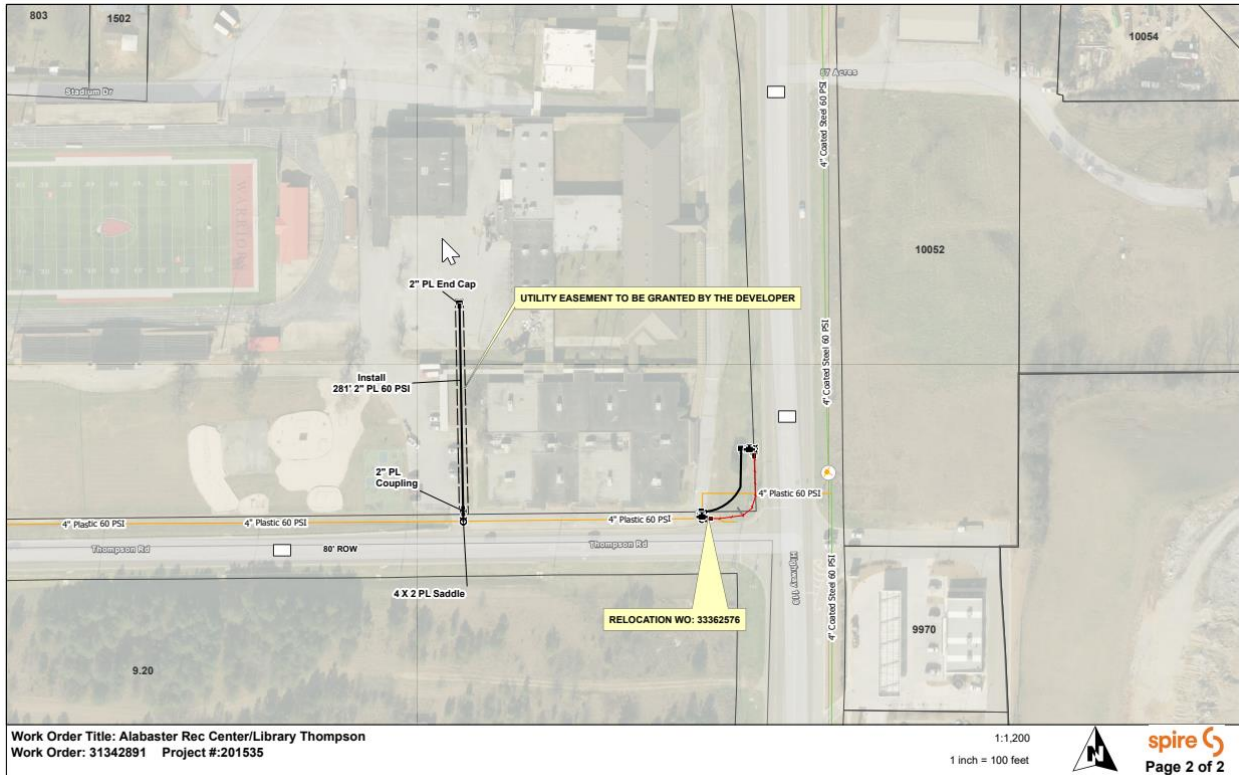
City of Alabaster, AL

By: _____
Joseph (Joe) B. Hampton
President

By: _____
Scott Brakefield
Mayor

Signed by Utility as of: _____
(effective date)

EXHIBIT A
FACILITIES



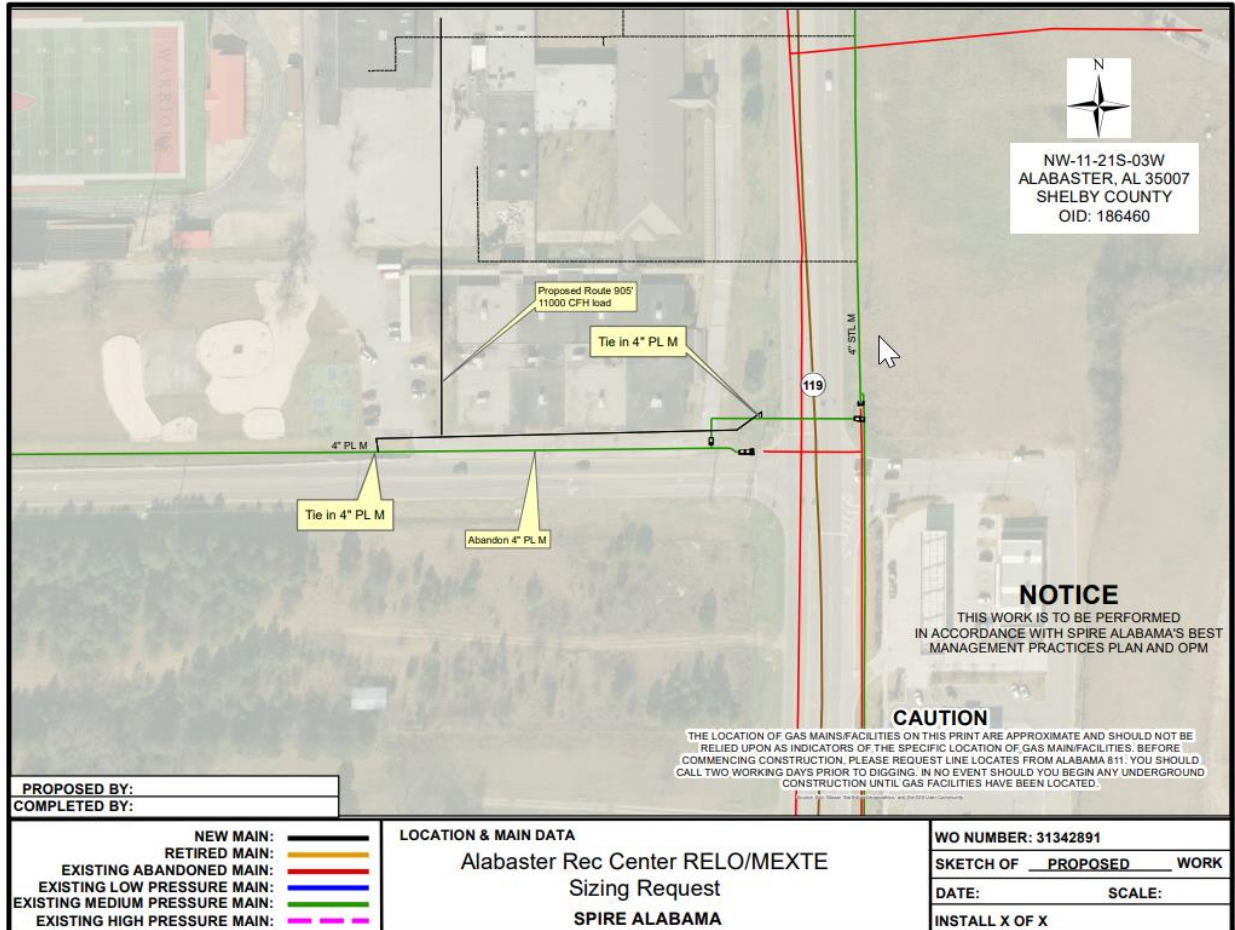
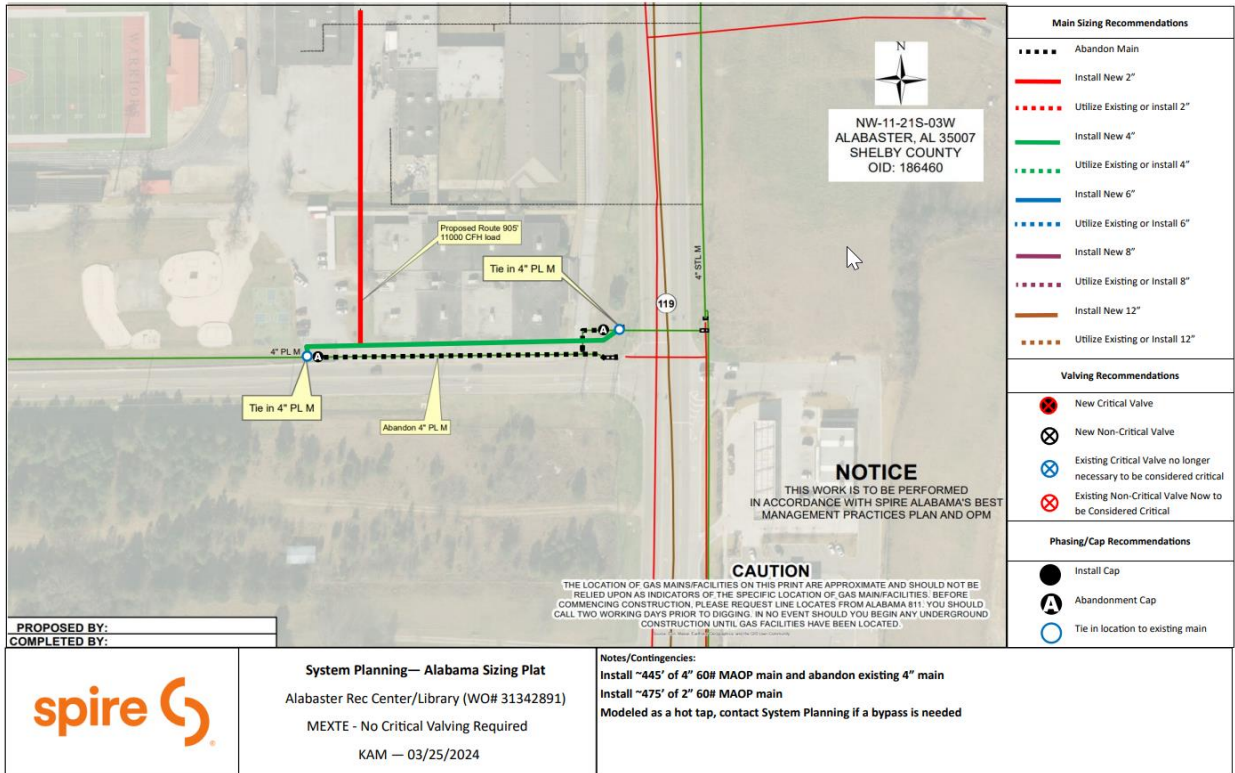
Work Order Title: Alabaster Rec Center/Library Thompson
Work Order: 31342891 Project #:201535

1:1,200
1 inch = 100 feet



PATH: \\CORP.ENERGEN.COM\SHARED\CAPITAL PROJECTS\ENGINEERING DESIGN\SSOC\SSOC-24-31342891\ALABASTER REC CENTER AND LIBRARY MEXTE\ALABASTER REC CENTER-LIBRARY MEXTE\ALABASTER REC CENTER-LIBRARY MEXTE\ALABASTER REC CENTER-LIBRARY MEXTE.APRX, 10:34 AM 5/29/2024 4:27:55

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