

## **SPIRE PROVISION FOR INCLUSION IN SALES CONTRACTS**

### **PELHAM LOTS: 8-13, 20-24, 34, 37-42**

COVENANT TO USE NATURAL GAS; THIRD PARTY BENEFICIARY: Purchaser covenants and agrees that, at the time of initial construction and occupancy, each of the residences constructed on the property conveyed by this contract will be equipped with one or more natural gas heating systems as the exclusive central space heating system, one or more natural gas water heaters as the exclusive water heating system and natural gas cooking equipment. Said covenant may be satisfied with respect to a lot by paying to Spire Alabama Inc. ("*Utility*") **\$9,763** for each lot that is to be released from the covenant, which payment will be due and payable upon the first to occur of (i) notice (or verification) that the residence will not comply with the above covenant, (ii) issuance of a building permit for, or (iii) substantial completion of construction of, a residence on a lot that does not comply with the above covenant. Any such payment that is not paid when due will bear interest after such date and until paid at the lesser of the rate of 1.5% per month or the maximum rate permitted by applicable law. If Utility brings suit to enforce the foregoing obligations, it will be entitled to recover the legal costs of such suit, including reasonable attorney fees. This clause will survive execution and delivery of the deed and will inure to the benefit of Utility, its successors and assigns. As an intended third party beneficiary to this agreement, Utility is entitled to directly enforce, in its own name, the rights and obligations undertaken by the purchaser in this paragraph and to seek all legal and equitable remedies as are afforded to Utility herein. Utility will have the right to audit compliance with the terms of this provision at any reasonable time. Payments due Utility hereunder should be sent to the following address: Spire Alabama Inc., 2101 Sixth Avenue North, Birmingham, Alabama 35203, Attention: Director, Business Development.