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This instrument prepared by:
J. David Woodruff, Jr.
12th Floor
2101 Sixth Avenue North
Birmingham, AL 35203

OPTION TO PURCHASE NATURAL GAS TRANSMISSION PIPELINE

STATE OF ALABAMA)
SHELBY COUNTY)

THIS AGREEMENT made this 28th day of September, 1993,
between The Chilton County Gas District("Seller"), a public
corporation organized under the laws of the State of Alabama, and
Alabama Gas Corporation ("Alabama Gas"), an Alabama corporation;

WHEREAS, contemporaneously with the execution and
delivery of this Agreement the parties have closed, for a purchase
price of \$1,082,000, the purchase by Alabama Gas of Seller's gas
distribution system pursuant to that certain Purchase Agreement,
dated March 16, 1993, between the parties, excepting from such
conveyance however that portion of Seller's gas distribution system
hereinafter described;

WITNESSETH that for the forgoing and other good and
valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, Seller does hereby give and grant to Alabama
Gas, its successors and assigns the exclusive right, privilege and
option of purchasing upon the terms and conditions hereinafter set
forth, that portion of Seller's gas distribution system described
as follows:

the first 10 feet of that portion of the transmission
line beginning at the point of connection at the outlet
flange of the Southern Natural Gas Company's metering
station located near Calera, Alabama on Highway 25 in
Shelby County, Alabama.

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SHELBY COUNTY JUDGE OF PROBATE
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Will pick-up

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Said 10-foot portion of transmission line is hereinafter called "pipeline".

It is understood and agreed that this option is made and is to be exercised upon the following terms and conditions:

1. This option may be exercised at any time on or before twelve o'clock noon on September 28, 2023, and if not exercised on or before such time, all rights and privileges hereunder shall expire at that time.

2. This option is to be exercised by Alabama Gas delivering to Seller a written notice of exercise. Delivery of such notice to the Mayor or Clerk of each of the Towns of Jemison and Thorsby, Alabama shall constitute delivery to Seller.

3. The total purchase price for the said pipeline shall be the sum of One Hundred Dollars (\$100.00) to be paid in cash on the closing of title to such property and delivery of a warranty deed of conveyance to Alabama Gas. Payment of Fifty Dollars (\$50.00) to each of the Towns of Jemison and Thorsby shall constitute full payment of the purchase price.

4. In the event that this option is exercised as herein provided, the sale of said pipeline, as contemplated hereby, shall be consummated within ninety (90) days from the date of delivery of notice of such exercise.

5. This option and all rights hereunder may be assigned by either party hereto.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed by its duly authorized representatives.

ATTEST:

Deborah Robinson
By Deborah Robinson
Its Secretary

THE CHILTON COUNTY GAS DISTRICT

Clyde L. Northcutt
By Clyde L. Northcutt
Its President

STATE OF ALABAMA)
CHILTON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clyde L. Northcutt whose name as President of The Chilton County Gas District is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, as such officer and with full authority he executed the same voluntarily for and as the act of said District.

Given under my hand and official seal, this the 28th day of September, 1993.

Dwight Cost
NOTARY PUBLIC

My Commission Expires January 20, 1997

STATE OF ALA. CHILTON CO
I CERTIFY THIS
INSTRUMENT WAS FILED

1993 OCT 21 AM 9:50

UCC FILE NUMBER OR REC.
BK. & PAGE AS SHOWN ABOVE

Robert M. Mantini

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