

## BILL OF SALE

This BILL OF SALE (this "*Bill of Sale*") is made as of \_\_\_\_\_, 20\_\_\_\_ (the "*Effective Date*") between Spire Missouri Inc., formerly known as Laclede Gas Company ("*Seller*"), and Saint Louis University ("*Buyer*").

**1. Transfer.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions set forth in this Bill of Sale, Buyer quitclaims, sells, sets over, assigns, transfers, and conveys to Buyer, and Buyer purchases and accepts from Seller, all of Seller's right, title, and interest in and to the following natural gas distribution facilities, including without limitation, any related regulators and appurtenances (the "*Facilities*"), the exact locations of which are more particularly shown on **Exhibit A** attached hereto:

Approximately 808' of 2" steel main, 147' of 0.38" PL service, and 127' of 0.5" PL service.

**2. Risk of Loss; Warranties.** Risk of loss to the Facilities transfers to Buyer upon the Effective Date. Buyer warrants that, upon transfer, the Facilities will be free and clear of all liens, security interests, and other encumbrances. EXCEPT FOR THIS WARRANTY OF TITLE, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. BUYER ACCEPTS THE FACILITIES IN THEIR "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS OR DEFECTS, BOTH PATENT AND LATENT, AND ASSUMES ALL RISK WITH RESPECT TO FUTURE USE.

**3. No Reliance.** Buyer acknowledges that Buyer has purchased the Facilities without relying upon any representations by Seller concerning the physical condition of the Facilities. Instead, Buyer has relied solely upon Buyer's independent investigation and judgment to determine the condition of the Facilities. Buyer recognizes and acknowledges that the Facilities are in "used" condition.

**4. Limitation of Liability.** BUYER HEREBY RELEASES AND DISCHARGES SELLER FROM ANY AND ALL LIABILITY FOR LATENT OR PATENT FAULTS OR DEFECTS IN OR RELATED TO THE FACILITIES, REGARDLESS OF HOW SUCH FAULTS OR DEFECTS WERE CAUSED OR CREATED (WHETHER BY SELLER'S NEGLIGENCE, ACTIONS, OMISSIONS, OR OTHERWISE). IN NO EVENT WILL SELLER BE LIABLE TO BUYER UNDER, AS A RESULT OF, OR ARISING OUT OF THIS BILL OF SALE OR THE FACILITIES FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT, OR ANY OTHER CAUSE OF ACTION.

**5. Indemnity.** From and after the Effective Date, Buyer will defend, indemnify, and hold Seller and its affiliates and its and their respective officers, employees and agents from any Loss in any way occurring, incident to, arising out of, or in connection with the Facilities, including Loss relating to personal injuries, death, damage to property, or damage to the environment. The term "*Loss*" means any claim, liability, costs, damages, losses, demands, causes of actions, suits, or other litigation (including without limitation all costs thereof and attorney's fees) of every kind of character.

**6. Required Approval.** This Bill of Sale is subject to approval of the Missouri Public Service Commission and is subject to all present and future laws, statutes, orders, rules and regulations of the United States of America or the State of Missouri, including without limitation, any regulatory body of the federal government or the State of Missouri.

**7. Governing Law; Venue.** This Bill of Sale shall be construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law rules. Any dispute or proceeding arising out of this Bill of Sale must be commenced and maintained exclusively in the state or federal courts having jurisdiction over the location of the Facilities, and each party submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM, OR PROCEEDING RELATING TO THIS BILL OF SALE.

**8. Entire Agreement; Counterparts.** Exhibit A attached to this Bill of Sale is by this reference incorporated into this Bill of Sale. This Bill of Sale sets forth the entire understanding and agreement, and supersedes any and all prior agreements, written or oral, between the parties with respect to the subject matter hereof. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement. This Bill of Sale can be electronically signed, and electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Electronic copies of any signed original agreement will be deemed the same as delivery of an original.

IN WITNESS WHEREOF, Buyer and Seller have executed this Bill of Sale as of the Effective Date.

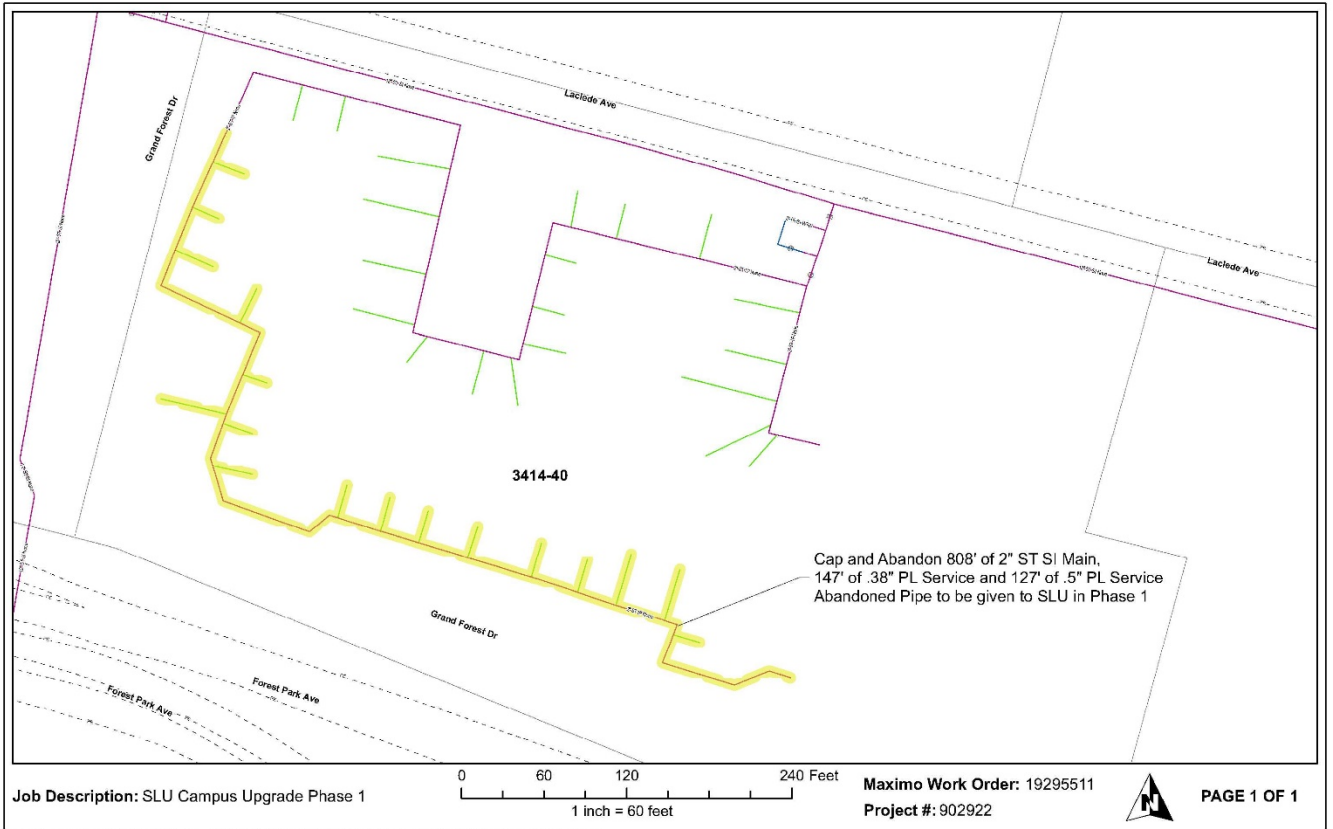
SPIRE MISSOURI INC.

SAINT LOUIS UNIVERSITY

By: \_\_\_\_\_  
Name: Craig R. Hoeflerlin  
Title: Chief Engineer

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**MAP OF FACILITIES**



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