

**AMENDMENT TO POWER SALES CONTRACTS  
BETWEEN  
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA  
AND  
THE UNDERSIGNED PARTICIPANT**

This Amendment (the “Amendment”) is made and entered into as of \_\_\_\_\_, 2018 by and between the Municipal Electric Authority of Georgia, a public body corporate and politic and a public corporation of the State of Georgia, hereinafter sometimes referred to as the Authority, created by the provisions of 1975 Georgia Laws 107, as amended (O.C.G.A. § 46-3-110, *et seq.*), and the undersigned political subdivision of the State of Georgia, hereinafter sometimes designated as the Participant.

**WITNESSETH:**

WHEREAS, the Authority and the Participant entered into a Power Sales Contract dated as of October 1, 1975, an Amendment dated as of March 1, 1976, a Second Amendment dated as of May 25, 1977, a Third Amendment dated as of February 1, 1978, a Fourth Amendment dated as of May 1, 1980, a Fifth Amendment dated as of November 16, 1983, a Sixth Amendment dated as of January 1, 1986, a Seventh Amendment dated as of May 31, 1989 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter “Project One Power Sales Contract”); and

WHEREAS, the Authority and the Participant entered into a Project Two Power Sales Contract dated as of February 1, 1978, a First Amendment dated as of May 1, 1980, a Second Amendment dated as of January 1, 1986 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter “Project Two Power Sales Contract”); and

WHEREAS, the Authority and the Participant entered into a Project Three Power Sales Contract dated as of May 1, 1980, a First Amendment dated as of January 1, 1986 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter “Project Three Power Sales Contract”); and

WHEREAS, the Authority and the Participant entered into a Project Four Power Sales Contract dated as of November 16, 1983, a First Amendment dated as of January 1, 1986 and an

Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter “Project Four Power Sales Contract”); and

WHEREAS, the Authority and the Participant wish to amend the Project One Power Sales Contract, the Project Two Power Sales Contract, the Project Three Power Sales Contract and the Project Four Power Sales Contract (hereinafter sometimes referred to collectively as the “Power Sales Contracts”) in the manner provided herein, in order (a) to delete the requirements that the Authority engage a Consulting Engineer and that the Consulting Engineer prepare an annual comprehensive engineering report and (b) to provide that certain determinations currently required of the Consulting Engineer instead be made by the Authority.

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and in order to provide for such changes to the Power Sales Contracts, it is agreed by and between the Authority and the Participant that the terms of the Power Sales Contracts shall be amended as follows:

**SECTION 1. AMENDMENTS TO POWER SALES CONTRACTS.**

**(a) Amendments to Project One Power Sales Contract:**

**(i) Amendment to Section 102(j) of the Project One Power Sales Contract:**

Section 102(j) of the Project One Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(j) [Reserved]”

**(ii) Amendment to Section 102(s) of the Project One Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 102(s) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer Authority, to keep the Project in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 205 of the Project One Power Sales Contract:**

Section 205 of the Project One Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 205. [Reserved]”

(iv) **Amendment to Section 306(b)(2)(B) of the Project One Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the generating facilities of the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 306(b)(2)(B) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer Authority, to keep the generating facilities of the Project in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 306(c)(2)(B) of the Project One Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the transmission system facilities of the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 306(c)(2)(B) of the Project One Power Sales

Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the transmission system facilities of the Project in good operating condition or to prevent a loss of revenues therefrom”

(vi) **Amendment to Section 501(b) of the Project One Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, in the opinion of the Consulting Engineer, to keep the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 501(b) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the Project in good operating condition or to prevent a loss of revenues therefrom”

(b) **Amendments to Project Two Power Sales Contract:**

(i) **Amendment to Section 102(i) of the Project Two Power Sales Contract:**

Section 102(i) of the Project Two Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(i) [Reserved]”

(ii) **Amendment to Section 102(s) of the Project Two Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in

Section 102(s) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Two Power Sales Contract:**

Section 204 of the Project Two Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 204. [Reserved]”

(iv) **Amendment to Section 305(b)(2)(B) of the Project Two Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 305(b)(2)(B) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Two in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Two Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Two necessary, in the opinion of the Consulting Engineer, to

keep Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Two necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom”

(c) **Amendments to Project Three Power Sales Contract:**

(i) **Amendment to Section 102(j) of the Project Three Power Sales Contract:**

Section 102(j) of the Project Three Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(j) [Reserved]”

(ii) **Amendment to Section 102(s) of the Project Three Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 102(s) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Three Power Sales Contract:**

Section 204 of the Project Three Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

**“Section 204. [Reserved]”**

(iv) **Amendment to Section 305(b)(2)(B) of the Project Three Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Three in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 305(b)(2)(B) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Three in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Three Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Three necessary, in the opinion of the Consulting Engineer, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Three necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom”

(d) **Amendments to Project Four Power Sales Contract:**

(i) **Amendment to Section 102(k) of the Project Four Power Sales Contract:**

Section 102(k) of the Project Four Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(k) [Reserved]”

(ii) **Amendment to Section 102(t) of the Project Four Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 102(t) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Four Power Sales Contract:**

Section 204 of the Project Four Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“**Section 204. [Reserved]**”

(iv) **Amendment to Section 305(b)(2)(B) of the Project Four Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Four in good operating condition or to prevent a loss of revenues



therefrom” set forth in Section 305(b)(2)(B) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Four in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Four Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Four necessary, in the opinion of the Consulting Engineer, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Four necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom”

**SECTION 2. EFFECT OF THIS AMENDMENT.** The Power Sales Contracts as amended hereby shall continue in effect and are reaffirmed by the parties. Terms not defined herein are to be defined as in the Power Sales Contracts.

**SECTION 3. EFFECTIVENESS.** This Amendment shall become effective when duly approved and executed and delivered by the Participant, and when executed and delivered by the Authority. The Authority will only execute and deliver this Amendment when it has determined that this Amendment or similar amendments have been duly executed and delivered by each of the current forty-nine (49) Participants.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Municipal Electric Authority of Georgia has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Participant is hereby acknowledged, all as of the date and year first above written.

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

By: \_\_\_\_\_  
Gregory P. Thompson - Chairman

Attested:

By: \_\_\_\_\_  
Name: James E. Fuller  
Title: President and CEO

[SEAL]

PARTICIPANT:

**CITY OF HOGANSVILLE**

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

Attested:

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

[SEAL]