

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF  
HOGANSVILLE, GEORGIA**

APPROVAL OF AMENDMENT TO GAS SUPPLY CONTRACT AND  
SUPPLEMENTAL CONTRACT (GAS PORTFOLIO V PROJECT) EACH  
BETWEEN THE GAS AUTHORITY AND CITY OF HOGANSVILLE,  
GEORGIA (THE "CITY"), AND FOR OTHER PURPOSES

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (codified at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the "Act"), creating the Municipal Gas Authority of Georgia (the "Gas Authority"), providing for its organization and purposes and authorizing it to contract with certain political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, the City has studied and reviewed its opportunity to enter into an Amendment to the Gas Supply Contract (the "Amendment") with the Gas Authority, substantially similar to amendments entered into with other Gas Authority members, providing for the extension of the term of the Gas Supply Contract related to Gas Authority's obligation to furnish the City with its gas supply requirements and for the City's obligation to pay for such gas supplies; and

WHEREAS, the City has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the City and the Gas Authority have caused to be prepared a certain Supplemental Contract (Gas Portfolio V Project) (the "Supplemental Contract," and together with the Amendment, the "Contracts"); and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and

transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority's operations pursuant to such contracts, and the Contracts will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

**NOW, THEREFORE,** be it resolved by the governing body of the City in meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

1.

The City hereby finds and determines that it is in its best interest to contract with the Gas Authority, and the City hereby declares its intention to so contract with the Gas Authority for the purchase of its gas supply.

2.

The City hereby approves and authorizes the execution and delivery of the Contracts in substantially the form of the drafts of the Contracts attached to this Resolution as Exhibit "A" and Exhibit "B," respectively, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Contracts will each be executed by the Mayor, attested by the Clerk, and will have the City's seal affixed thereto, and will be delivered to the Gas Authority, and when so executed and delivered, will be

binding upon the City in accordance with their respective terms. Execution of the Contracts as authorized herein will be conclusive evidence of the City's approval thereof.

3.

In the adoption of this Resolution, the City hereby recognizes that this action will be relied upon by other political subdivisions that own and operate gas distribution systems and that adopt similar resolutions in furtherance of the organization of the Gas Authority under the Act, and that the City is also relying upon the adoption of such resolutions by such other political subdivisions.

4.

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLVED, this \_\_\_ day of \_\_\_\_\_, 2020.

CITY OF HOGANSVILLE, GEORGIA

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

**Exhibit "A"**

**[Attach Amendment to Gas Supply Contract]**

**CERTIFICATION**

I, the undersigned, Clerk of the City of Hogansville, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution duly adopted by the governing body of the City at a public meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, duly called in compliance with the laws of the State of Georgia, at which a quorum was present and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the City, which is in my custody and control, and that the Resolution has not been rescinded or modified and is now in full force and effect.

GIVEN under the seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk

[SEAL]

**FIRST AMENDMENT TO GAS SUPPLY CONTRACT**  
**Between**  
**Municipal Gas Authority of Georgia**  
**and**  
**City of Hogansville**

This **FIRST AMENDMENT TO CONTRACT**, made and entered into as of January 1, 2021, by and between **Municipal Gas Authority of Georgia**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the “Gas Authority”), created by and existing under the provisions of Ga. Laws 1987, p. 745 *et seq.*, *codified* at O.C.G.A. Sections 46-4-80 through 46-4-125, as amended (the “Act”), and the **City of Hogansville**, a municipal corporation of the State of Georgia (the “Member”),

**WITNESSETH**  
**THAT:**

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Section 46-4-100 of the Act and has determined to contract with the Gas Authority pursuant to the Act; and

WHEREAS, the Gas Authority and the Member have heretofore entered into a Gas Supply Contract, as amended and restated on August 1, 2016 (the “Gas Supply Contract”), providing for a term ending December 31, 2050, subject to certain rights of the Member to elect Resigning Member Status (defined in the Gas Supply Contract) as defined in the Gas Supply Contract; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a “Gas Supply Contract,” and collectively, the “Gas Supply Contracts”) with other municipalities that own and operate gas distributions systems (each, a “Member,” and collectively, the “Members”); and

WHEREAS, the Gas Authority and the Members are contemplating the acquisition of long-term gas supplies or contract rights that may have contract terms expiring after the current expiration date of the Gas Supply Contracts; and

WHEREAS, the Gas Authority and the Member have determined that it is in the best interest of the Gas Authority and its Members to provide for the extension of the term of the Gas Supply Contract for an additional ten years; and

WHEREAS, Section 806 of the Gas Supply Contract provides that, subject to the terms of any debt instrument relating to Authorized Debt (defined in the Gas Supply Contract), the Gas Supply Contract may be amended by instrument in writing executed with the same formality as the Gas Supply Contract; and

WHEREAS, pursuant to Section 705 of the Gas Supply Contract, the Member has acknowledged and agreed that the Gas Authority may assign and pledge to any person to whom

amounts are owing under Authorized Debt its right, title and interests in and to all or any portion of the payments to be made to the Gas Authority under the provisions of the Gas Supply Contract and any Supplemental Contracts; and

WHEREAS, the Member has acknowledged pursuant to Section 405 of the Supplemental Contracts it has entered into pursuant to the terms of the Gas Supply Contract that all payments to be made by the Member pursuant to the provisions of such Article IV shall be pledged to secure the payment of the Gas Authority's Bonds; and

WHEREAS, the Gas Revenue Bond Resolutions (collectively the "Resolutions") permits the extension of the term of the Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have caused to be prepared this First Amendment to Gas Supply Contract (the "First Amendment") to provide for the extension of the term of each of the Gas Supply Contracts with the Members;

**NOW, THEREFORE:** For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

**Section 1.** Term. Section 101 of the Gas Supply Contract is hereby amended to extend the term stated therein for an additional ten years beyond the original December 31, 2050 to December 31, 2060, and to extend the right of the Member to elect Resigning Member Status as provided in Section 101 of the Gas Supply Contract on each successive fifth anniversary after December 31, 2020 through December 31, 2055.

**Section 2.** This First Amendment shall be read and taken together with the Gas Supply Contract as one and the same instrument. The Gas Supply Contract, as amended by this First Amendment, is hereby ratified and affirmed in all respects.

**Municipal Gas Authority of Georgia**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
General Counsel

ATTEST: \_\_\_\_\_  
Asst. Secretary-Treasurer

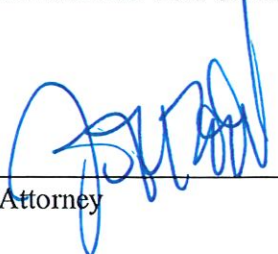
(SEAL)

**[SIGNATURES CONTINUED ON NEXT PAGE]**

**City of Hogansville**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

A handwritten signature in blue ink, consisting of several loops and a long vertical stroke at the end, positioned above the City Attorney line.

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

(SEAL)