

Exhibit “A”

INTERGOVERNMENTAL CONTRACT
FOR THE
LEASE, OPERATION AND MAINTENANCE
OF THE
TRI-COUNTY JOINT SERVICE PROJECT

THIS INTERGOVERNMENTAL CONTRACT FOR THE LEASE, OPERATION AND MAINTENANCE OF TRI-COUNTY JOINT SERVICE PROJECT (the "Agreement") is entered into as of the day the last Party executes this Agreement, , for the lease, operation and maintenance of the Project (each as defined in the herein), by and among the City of Greensboro, the City of Union Point (each, individually, "City"; and, collectively "Cities"), and Tri-County Natural Gas Authority , a political subdivision and public corporation of the State of Georgia (the "Operator"), each a "Party" or together the "Parties."

WHEREAS, the Cities each own a gas distribution system served individually (the "Legacy Systems") and an undivided interest in a gas distribution system served jointly as Tri-County Natural Gas (the "Joint System," and together with the Legacy Systems, the "System"), which System is described in the records of the Cities, the Georgia Public Service Commission and in Exhibit A hereto; and

WHEREAS, the Cities have determined to further integrate the Joint System and combine the Legacy Systems by transferring control, operation and maintenance of such Systems to the Tri-County Natural Gas Authority , which was formed by the Georgia General Assembly effect May 3, 2021 (the "Authority Act"; capitalized terms used herein, but not defined have the meaning set forth in the Authority Act), at the behest of the Cities; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause") permits any county, municipality, school district, or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public Cities for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, this Agreement governs the ownership, lease, operation and maintenance of the Systems (the initial Project as defined in the Authority Act);

NOW THEREFORE, in consideration of the good and valuable mutual promises described herein, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term

This effective date of this Contract is December 31, 2021, , and will terminate at the close of business on December 31, 207].

Section 102. Definitions

(a) Those words that are defined in the Act will have the same meaning when used herein as defined in the Act.

(b) As used herein, the term:

“Applicable Laws” means all applicable statutes, laws, rules, regulations, reliability standards, permits, ordinances, codes, judgments, interpretations, determinations, decrees, writs, orders, consent decrees, consent orders, consent agreements, or any like action of any government authority having jurisdiction applicable to any activities associated with the System.

“Authorized Operator Representative” means the person or persons at the time designated, by written certificate furnished to the Cities, as the person or persons authorized to act on behalf of the Operator, initially the Superintendent. Such certificate will contain the specimen signature of such person or persons, will be signed on behalf of the Operator by its Chairman and may designate an alternate or alternates. The Authorized Operator Representative may, but need not be, an employee of the Operator.

“Cities” has the meaning set forth in the recitals hereto.

“Contract” refers to this Intergovernmental Contract.

“Event of Default” means the event described in Section 601 and Section 605 of this Contract.

“Fiscal Year” means the annual period as established by the Operator from time to time, initially commencing each October 1.

“Project” has the meaning set forth in the Recitals hereof.

“Project Costs” means the “cost of the project” (as defined in the Act) applicable to a Fiscal Year.

“Prudent Utility Practice” at a particular time means any of the practices, methods and acts engaged in or approved by a significant portion of the natural gas utility industry for facilities similar to the Project prior to such time, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have reasonably been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended

to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts having due regard for manufacturers' warranties and the requirements of governmental agencies of competent jurisdiction. In evaluating whether any act or proposal conforms to Prudent Utility Practice, the Parties will take into account the objective to achieve optimum utilization of the Operator's resources.

"Operator" has the meaning set forth in the recitals hereto.

ARTICLE II

CERTAIN OBLIGATIONS OF THE CITIES AND THE OPERATOR

Section 201. Operate and Maintain the System

(a) The Operator hereby covenants and agrees to control, operate and maintain the Systems in accordance with Prudent Utility Practices and in substantial compliance with the descriptions, specifications and schedules set forth in each Annual Plan and Annual Budget submitted by the Operator and approved by the Board on behalf of the Cities in accordance with Section 203 hereof (each an "Approved Annual Plan" and "Approved Annual Budget," respectively). Operator may cause all or any portion of its obligations hereunder to be performed by subcontractors, but will remain fully responsible for all such obligations as if it had performed all such obligations, such subcontractors may include either City, for example to the extent that a City does not transfer a System employee to Operator and Operator desires to use the services of such employee. Such City subcontracts will be pursuant to a separate agreement, if applicable.

(b) The Operator will be paid for such services in accordance with and subject to the terms and conditions of this Agreement. Additionally, the Operator will obtain, maintain and comply with those regulatory and governmental permits, operating licenses and authorizations (including such permits, licenses and authorizations required by a substantial change in Applicable Law, necessary to operate the System in compliance with Applicable Laws.

(c) Establish, maintain, or collect rates, charges or fees for retail services and commodities from the System and related services adequate to provide revenue sufficient, along with other funds available to the Operator for the payment of the Project Cost, to enable the Operator to pay all Project Costs, including without limitation payment of monthly franchise fees pursuant to the Operator's franchise agreement with each City.

(d) Become a joint party to each City contract with the Municipal Gas Authority of Georgia and applicable pipeline and other appropriate System contracts.

Section 202. Operator Services

The Operator's duty to provide operation and maintenance services to the Cities respecting the Project pursuant to Section 201 hereof will include, but not be limited to, the following:

(a) administer salary and personnel matters in accordance with Operator's standard salary and administration policies and practices unless contrary the applicable Annual Plan and Annual Budget;

(b) prepare, in accordance with Section 203, the Annual Plan and Annual Budget for the next succeeding calendar year;

(c) provide retail gas services to the customers of the System; and

(d) apply, enforce, establish and collect all gas service fees, rates, tariffs, policies, procedures, terms, ordinances and rules ("Service Terms") in accordance with the decisions of the Board.

Section 203. Annual Authority Budget

The Operator will prepare and submit to the Cities an Annual Authority Budget at least ninety (90) days prior to the beginning of each Fiscal Year. The Cities may then submit to the Operator, at any time until such budget is adopted, any matters or suggestions relating to such budget that the Cities may care to present. The Operator will then proceed with the consideration and adoption of such budget not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the respective Fiscal Year and will cause copies of such adopted budget to be delivered to the Cities. As required from time to time during any Fiscal Year, after thirty (30) days' notice to the Cities, the Operator may adopt an amended Annual Authority Budget for and applicable to such Fiscal Year for the remainder of such Fiscal Year. Such budget will account for both Costs of the Project that are for benefit of the entire System ("System Costs") and those that solely benefit one of the Legacy Systems ("Individual Costs"). For example, if one City transfers employees to Operator and another does not, the Board may develop policies for allocating costs into System Costs and Individual Costs and allocating Individual Costs between the Cities in accordance with the benefit received by each.

Section 203. Report

The Operator will provide to the Cities, in such form as will be reasonably requested by the Cities, any and all documents, releases, financial statements and other information necessary to enable the Cities to comply with any disclosure or other reporting requirement, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Operator, the Cities, or by law, judicial decision, regulation, rule, agreement or policy. Such information will be provided by the Operator from time to time as requested by the Cities, but in any case no less frequently than will enable the Cities to comply with any such law, judicial decision, regulation, rule, agreement or policy in a timely manner.

Section 204. Records and Accounts

The Operator will keep accurate records and accounts relating to administration of the Project, which records and accounts will be available for review upon request by the Cities. The Operator will keep records of work as required by Applicable Laws, required by Prudent Utility Practices and as typically maintained by the Operator for its own facilities unrelated to the System. All such records will be subject to the Operator's records retention policy.

Section 205. Standards for Services

All services provided by the Operator will be performed in a good and workmanlike manner and in accordance with Applicable Laws and Prudent Utility Practice. The Operator will

conduct itself in accordance with, and coordinate and cooperate to the extent required by, all related and associated agreements or contracts entered into by the Cities as of this date.

Section 206. Cooperation and Coordination. In addition to its other responsibilities, the Operator will cooperate and coordinate with the Cities as reasonably required in connection with the System.

ARTICLE III

PAYMENT OBLIGATIONS

Section 301. Payment Obligations

The Cities hereby lease the System to the Operator, and though the Operator has agreed to budget and set rates such that no amounts will be due from Cities, the Cities hereby agrees to pay their respective Obligation Share of the System Costs, if any, and Individual Costs, if applicable, at the time and in the manner as they come due after application of allocable System revenues.

Section 302. Amounts in the Annual Authority Budget

The Cities and the Operator agree that the amounts to be paid by or to the Cities (other than Individual Costs) will be allocated on the following basis of each City's Obligation Share for the applicable Fiscal Year, which will be calculated for each City annually as the percentage of System volumes allocable to services from the portion of the System owned by the applicable City in the immediately prior Fiscal Year divided by total system revenue in such Fiscal Year (the "Obligation Share"). Obligation Share percentages will always total 100%.

Section 303. Monthly Billing Statements

The Authority will bill the City each month during each Fiscal Year by providing the City with a Monthly Billing Statement for such month which will include (a) the amounts included in the Annual Authority Budget and allocated to the City under Section 302, if any, and (b) amounts due for Individual Costs. Each such billing will be paid by the City on or before the 10th day from the date of such bill. Amounts due and not paid by the City on or before such date will bear an additional charge of one and one-half percent (1-1/2%) per month until the amount due is paid in full.

Section 304. Adjustment of Billing

At the end of each Fiscal Year, the Authority will determine if the aggregate amount paid by the Cities to provide recovery of all the Operator's costs and budgeted amounts during such Fiscal Year was in the proper amount. Upon the making of such determination, any amount found to have been paid by a City in excess of the amount which should have been paid by the City will be credited on the Monthly Billing Statements to the City for the remaining month or months of the Fiscal Year next succeeding the Fiscal Year for which such adjustment was determined to have been necessary.

If any deficiency is found to exist in the amount which should have been paid by the Cities, ten percent (10%) of such amount will be added to each of the next ten Monthly Billing Statements. In the event that the failure of a City to pay its share of annual costs in accordance with this contract

will have resulted in the application of amounts in any reserve or working fund to the payment of costs payable from such reserve or working fund and the other Cities will have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Operator by such nonpaying City for application to such past due payments will be credited on the Monthly Billing Statements of such other City in the next month or months as will be appropriate.

Section 305. Disputed Monthly Billing Statement

In case any portion of any Monthly Billing Statement received by the City from the Operator will be in bona fide dispute, the City will pay the Operator the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to the City by the Operator after such determination. In the event such Monthly Billing Statement is in dispute, the Operator will give consideration to such dispute and will advise the City with regard to the Operator's position relative thereto within thirty (30) days following written notification by the City of such dispute.

ARTICLE IV

DEFAULT

Section 401. Event of Default

Failure of one Party ("Nonpayor") to make any of the payments for which provision is made in this Contract as and when the same are due and payable will constitute a default on the part of the Nonpayor.

Section 402. Continuing Obligation

In the event of any such default, the Nonpayor will not be relieved of its liability for payment of the amounts in default, and the other Parties will have the right to recover from the Nonpayor any amount in default. In enforcement of any such right of recovery, the other Parties may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Nonpayor.

Section 403. Remedies Cumulative

The rights and remedies given or reserved herein are and will be deemed to be cumulative, and the exercise of any will not be deemed to be an election excluding the exercise at any time of a different or inconsistent right or remedy with the maintenance of any action either at law or in equity.

Section 404. Waiver

The delay or failure by any Party at any time to insist in any one or more instances upon a strict performance of any covenant of this Contract or to exercise any right, remedy, power or option herein granted or established by law, will not be construed as an impairment of or a waiver or a relinquishment for the future of such covenant, right, remedy, power or option, but the same will

continue and remain in full force and effect. The receipt and acceptance by any Party of any payments with knowledge of the breach of any term, covenant or condition hereof, will not be deemed a waiver of such breach, and no waiver of any provision hereof will be deemed to have been made unless expressed in writing and signed by the such Party.

Section 405. Other Default by Operator

In the event of a failure of the Operator to establish, maintain, or collect rates or charges adequate to provide revenue sufficient, along with other funds available to the Operator for the payment of the Project Cost, to enable the Operator to pay all Project Costs, or in the event of any failure by the Operator to comply with any other covenant, agreement or obligation of this Contract, the Cities may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Operator.

Section 406. Default by Cities

In the event of any default by the Cities under any covenant, agreement or obligation of this Contract, the Operator may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Cities.

Section 407. Abandonment of Remedy

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Cities and the Operator will continue as though no such proceedings had been taken.

ARTICLE V

MISCELLANEOUS GENERAL PROVISIONS

Section 501. Insurance

Operator will provide and maintain throughout the Contract Term insurance coverages respecting the Facilities and all related activities, including without limitation worker's compensation, automotive, general liability and umbrellas liability, in the coverage types and amounts that it maintains respecting the remainder of its natural gas system and as would be typically maintained under Prudent Utility Practices. All policies respecting such coverages will name the Board and other Cities as additional insureds to such coverages with respect to Operator's obligations to indemnification obligations as stated herein

Section 502. Other Terms and Conditions

Service and use of the Project hereunder will be in accordance with such other terms and conditions as are established as part of the Board's rules and regulations, which will not be inconsistent with the provisions of this Contract.

Section 503. Interpretation.

This Contract will be interpreted in accordance with Schedule 1.

Section 504. No Assignment or Transfer

Except as provided in this Contract, neither party to this Contract will be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

Section 505. Execution and Counterparts

This Contract may be simultaneously executed in any number of counterparts, each of which when so executed will be deemed to be an original, but together will constitute but one and the same Contract, and it is also understood and agreed that separate counterparts of this Contract may be separately executed by the Cities and the Operator, with the same full force and effect as though the same counterpart had been executed simultaneously by both the Cities and the Operator.

Section 506. Binding Effect; Assignment, Third-Party Beneficiaries

This Contract will inure to the benefit of and will be binding upon the Cities and the Operator and their respective successors and assigns, subject, however, to the limitations contained in this Contract. There are no other third-party beneficiaries.

Section 507. Severability

In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, said Constitution as proposed by the General Assembly and ratified by the people of the State of Georgia and such laws as adopted by the General Assembly, each as interpreted by the courts of the State of Georgia will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

Section 508. Liability of Parties

To the fullest extent allowed by law, the Operator will assume full responsibility and liability for the maintenance and operation of all natural gas distribution systems of the Cities and the Operator and it will indemnify and save harmless the Cities from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by the Operator and not covered, or not covered sufficiently, by insurance will be paid solely from the revenues of the Operator, and any payments

made by the Operator to satisfy such liability will become part of the Annual Authority Budget. No Party has any obligation to indemnify any other Party for fees, expenses or costs relating to a claim, dispute or controversy between the parties.

Section 509. Relationship between Parties

(a) No Fiduciary Relationship. Each City acknowledges that the Authority is a joint action agency that represents multiple cities collectively and not the City individually. Accordingly, the Operator owes no fiduciary duty to any City except for any limited fiduciary relationship required by law resulting from the designation of the Operator as an agent for a particular purpose hereunder.

(b) Limited Agency Relationship. Except to the extent a provision hereof expressly provides that the Operator will act as the City's agent for a particular purpose, the Operator is not the City's agent for any purpose.

(c) Gratuitous Advice. If an Operator representative furnishes the City with advice or assistance about anything not required under this contract, the furnishing of that advice or assistance will not subject the Operator to any liability.

Section 510. Dispute Resolution

To expedite the resolution of disputes and to control their costs, the parties agree that any claim, dispute, or controversy relating to or concerning this contract, any supplemental contract (notwithstanding anything therein to the contrary) or the parties' business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a "Claim") will be resolved as provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 511. Limitation on Damages

The parties hereby agree to the damages limitations set forth below, which are consistent with, and in furtherance of, the Operator's role as a nonprofit joint action agency acting as an instrumentality of its Cities. Each City intends to collectively share allocable portions of all risks and rewards of the Operator's operations with the other. Each City acknowledges that, though its remedies and damages are limited in this contract, its ultimate recourse is participation in the development of Operator policies and practices through the Board and representation by the Board.

(a) LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT OR OTHERWISE FOR ANY LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHICH INCLUDES REMOTE OR SPECULATIVE DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES ARISING FROM ANY OF THE FOLLOWING: LOSS OF PROFIT OR REVENUES, LOSS OF USE OF A FACILITY OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES SERVICES OR REPLACEMENT GAS, DOWNTIME, OR CLAIMS BY THE CITY'S CUSTOMERS. IF ANY LIMITATION IN THIS PARAGRAPH IS LATER HELD TO BE UNENFORCEABLE, THAT LIMITATION IS

SEVERABLE FROM THE REST. THE REST WILL REMAIN ENFORCEABLE.

(b) LIMITATION ON DIRECT DAMAGES. THE OPERATOR'S LIABILITY TO THE CITY FOR ANY DAMAGES RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE RELATIONSHIP AMONG THE PARTIES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL BE LIMITED TO ANY DIRECT DAMAGES RESULTING FROM THE GROSS NEGLIGENCE AND INTENTIONAL ACTS OF THE OPERATOR ("DIRECT DAMAGES"); PROVIDED, HOWEVER, THAT THE AUTHORITY WILL BE LIABLE FOR SUCH DIRECT DAMAGES ONLY TO THE EXTENT THAT THE CITY'S DIRECT DAMAGES ARE SUBSTANTIALLY DIFFERENT THAN THOSE INCURRED BY MOST OTHER CITIES THAT ARE TAKING THE RELEVANT SERVICE. FOR THE PURPOSES OF THIS SECTION, THE TERM "OPERATOR" OR "THE CITY" MEANS SUCH PARTY AND ITS AFFILIATES, EMPLOYEES, OFFICERS AND DIRECTORS.

(c) DISPUTE PERIOD. NEITHER PARTY MAY INITIATE A CLAIM, DISPUTE OR CONTROVERSY AGAINST THE OTHER PARTY MORE THAN ONE YEAR AFTER THE DISPUTING PARTY HAS KNOWLEDGE OF THE OCCURRENCE OR NON-OCCURRENCE OF THE EVENT UNDERLYING THE CLAIM. IF THAT ONE-YEAR LIMITATIONS PERIOD IS LATER HELD TO BE UNENFORCEABLE FOR ANY PARTICULAR CLAIM, IT WILL NEVERTHELESS REMAIN ENFORCEABLE FOR ALL OTHER CLAIMS.

(d) No Individual Responsibility. No stipulations, obligations or agreements provided for herein will be deemed to be stipulations, obligations or agreements of any officer of or City of the governing body of the City or the Operator in their individual capacity.

In witness whereof, the Parties have executed this Agreement as of the date first above written.

City of Greensboro:

By: [Signature]

Its: Mayor

ATTESTED:

By: [Signature]

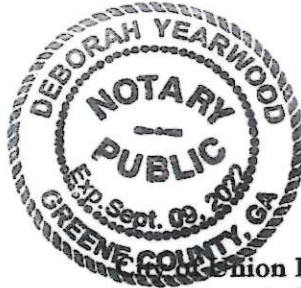
Its: City Clerk

[City Seal]

Notary:

[Signature]

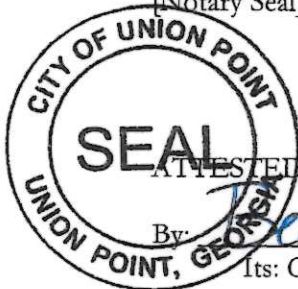
[Notary Seal]



Union Point:

By: [Signature]

Its: Mayor



ATTESTED:

By: [Signature]

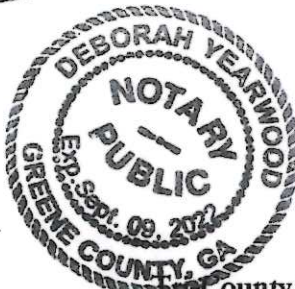
Its: City Clerk

[City Seal]

Notary:

[Signature]

[Notary Seal]



Greene County Natural Gas Authority:

By: [Signature]

Its: Superintendent

ATTESTED:

By: [Signature]

Its: Secretary-Treasurer

[City Seal]

Notary:

[Signature]

[Notary Seal]



Schedule 1

Interpretation

Unless the context otherwise requires, the following rules will govern the interpretation of this contract and other contracts between the Operator and City:

(a) The Parties have jointly drafted this contract, and such contracts will be deemed to be their joint work product and will not be construed against either Party, or any City, by reason of its preparation.

(b) The recitals at the beginning of this contract are incorporated herein for all purposes.

(c) Titles appearing at the beginning of any articles, sections, subsections and other subdivisions of this contract are for convenience only and will not constitute part of such subdivisions and will be disregarded in construing the language contained in such subdivisions.

(d) Words singular and plural in number will be deemed to include the other and pronouns having masculine or feminine gender will be deemed to include the other.

(e) Any reference in this contract to any person includes its successors and permitted assigns and, in the case of any governmental Operator, any person succeeding to its functions and capacities.

(f) Any reference in this contract to any Section, Exhibit or Schedule means and refers to the Section contained in, or the Exhibit or Schedule attached to, this contract, unless otherwise specified. Each Exhibit and Schedule attached hereto is incorporated into this contract and made a part hereof for all purposes.

(g) All uses of "include" or "including" will be deemed to be followed by "without limitation", whether expressly so stated or not.

(h) All references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, supplemented or restated, from time to time.

(i) Any definition of one part of speech of a word, such as a definition of the noun form of that word, will have a comparable meaning when used as a different part of speech, such as the verb form of that word, and other grammatical forms of defined words or phrases, if initially capitalized, have corresponding meanings.

Schedule 2

Alternative Dispute Resolution

(a) **Informal Resolution.** The parties will attempt in good faith to resolve any Claim promptly by negotiation between representatives who have the authority to settle the Claim. The party making the Claim must first give the other party written notice of the Claim. The receiving party must provide a written response within fifteen (15) days after delivery of the notice. The notice and response must include (1) a statement of the party's position and a summary of arguments supporting that position, and (2) the name and title of the representative who will represent the party in negotiations. Within thirty (30) days after delivery of the notice, the representatives of both parties will meet at a mutually acceptable time and place. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (a) are pending and for fifteen (15) days after the parties hold the in-person negotiation.

(b) **Mediation.** If the Claim is not resolved after such negotiations, the parties may submit the Claim to any mutually agreeable, Georgia-registered mediator for mediation to be conducted in Greene County, Georgia, or in a mutually agreeable location. Either party may start the mediation by providing the agreed upon mediator and the other party a written request for mediation, setting forth the Claim and the relief requested. The parties will cooperate with the agreed upon mediator and with one another in selecting a mediator from the the agreed upon mediator panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. Neither party may file an arbitration against the other before completing the mediation process. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (b) are pending and for fifteen (15) days after the completion of any mediation.

(c) **Arbitration.** If the parties cannot resolve a Claim through mediation, then the Claim may be resolved by binding arbitration before a single arbitrator. The arbitration will be administered by a Georgia-registered arbitrator in accordance with the Georgia Arbitration Code.. If the parties cannot agree upon an arbitrator, the parties may institute an action in the Superior Court of Greene County to seek a resolution, in which instance, the provisions of this arbitration clause are otherwise inapplicable. If the parties mutually agree on an arbitrator, they may, in arbitration, seek all remedies otherwise available under the governing law, provided, however, to the extent that the arbitrator determines that it does not have the power to enter an enforceable judgment ordering a particular remedy otherwise available under the governing law, including mandamus, injunction and actions for specific performance remedies ("Nonarbitrable Remedy"), either party may seek such Nonarbitrable Remedy in the Superior Court of Greene County, Georgia, which court may accept the finding of fact and determinations of law of the arbitrator respecting the relevant Claim as a stipulation of the parties in the proceeding before it seeking such Nonarbitrable Remedy. Fees, such as attorney's fees and expenses associated with traveling to the arbitration proceeding, will be paid in accordance with the agreed upon arbitration rules. The arbitration will be held in Greene County, Georgia unless the parties

mutually agree to another location. All questions about the scope of the arbitration agreement—including all questions of arbitrability—are for the arbitrator to decide. The parties agree that this arbitration agreement affects interstate commerce and that the Federal Arbitration Act applies.

(d) To start an arbitration, a party must:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought and be served upon the other parties by e-mail and regular mail.

(e) Class action waiver. Neither party may join or consolidate claims in arbitration by or against other individuals or entities, arbitrate any claim as a representative or non-representative City of a class, consolidate discovery across multiple individual arbitrations, or arbitrate any claim in a private attorney general capacity.

(f) Confidentiality. The parties will maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law, including open records laws, or judicial decision.

(g) Severability. A court may sever any portion of this Schedule that it finds to be unenforceable, except for the prohibitions on class, representative, and private attorney general arbitration.

(h) Venue. Any arbitration or litigation must be held in Greene County, Georgia unless another location is mutually agreed to by the parties. If for any reason this arbitration agreement is later held to be unenforceable, the parties (i) agree that any lawsuit or action relating to any Claim between them must be filed in the Superior Court of Greene County, Georgia, and (ii) to the extent permitted by law. Each party irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of Greene County, Georgia in any lawsuit respecting Claim. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding. The parties further agree, to the extent permitted by law, that any final and unappealable judgment against any of them in any proceeding contemplated above will be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which will be conclusive evidence of the fact and amount of such judgment.

Exhibit A

Legacy System Description and Map

Legacy Boundary # 1

This safety based boundary is in east-central portion of the county and is between the City of Union Point, Tri-County Natural Gas, and the City of Greensboro.

The boundary begins at the Union Point City Limits where the railroad tracks cross into the city limits of Union Point. The boundary extends north-northeast along the western property line parcels of parcel # 12530 and parcel # 12548. The boundary extends, following the city limits of Union Point,

north-northeast through parcel # 14413, crossing Abercorn Road, and then continuing along the back property line parcel of parcel # 15682 to Hwy 77.

The boundary extends northwest along Hwy 77 to the northwest property parcel # 14635.

The boundary extends along property line parcel # 14635 to the point where property line parcel # 24716 joins parcel # 14635 to the east.

The boundary extends east along the north property line parcel # 24716 to property line parcel # 14652. The boundary extends north along the aforementioned property line parcel to the end of the property. The boundary extends north along the back property line parcel # 14655 to the point where the aforementioned property line parcel extends east to Orear Road.

The boundary then extends east along the back property line parcel # 22312 that faces Hwy 44 to unnamed creek/lake. The boundary extends south, to the east

of unnamed lake on parcel # 22312 to Hwy 44. The boundary extends east along Hwy 44, following the city limits, and then continues south along the west property line parcel of parcel # 12103. The boundary extends east along the back property line of parcel # 12103 to the west property line parcel # 12102.

The boundary extends south along the west property line parcel # 12102 to the intersection of property line parcel # 15683. The boundary extends southeast along the property line separating parcel # 12102 and parcel # 15683 to the intersection of property parcel # 12176.

The boundary extends east along the northern property line parcel # 12176 to N. Rhodes Street. The boundary extends northeast along N. Rhodes Street to the northern most point of property line parcel 12167.

The boundary extends south along the eastern property line parcels of parcels 12167 and 12215 to the northern most property line of parcel # 12289. The boundary extends west along the northern most property line of parcel # 12289 to property line parcel # 12218.

The boundary extends south along the western property line of parcel # 12218 to the point where parcels 12218, 12289, and 15681 meet. The boundary extends west along the northern property line of parcel # 15681 to the point where parcel # 15681 meets the property line of parcel # 12360.

The boundary extends south along the eastern property line of parcel # 12360 to the property line parcel # 14418. Boundary extends southeast along the northern most property line of parcel # 14418 to property line parcel # 12392 and then extending southwest along said property line parcel to Crawfordville Road.

The boundary extends southeast along the centerline of Crawfordville Road to the intersection of Hwy 278. Boundary extends southeast along the centerline of Hwy 278 to the intersection of Buffalo Lick Road.

The boundary extends southwest along the centerline of Buffalo Lick Road to the intersection of Hwy 77. Boundary extends west along the centerline of Brick House Road to the western most property line parcel of parcel # 12849.

The boundary extends north along the west property line of parcel # 12849 to the back of said property line. Boundary extends east along the back property line of aforementioned property parcel and the back property line parcel of parcel # 12855.

The boundary extends north along the east property line of parcel # 12801, following said property line to where property line parcels # 12801, 12824, and 12799 intersect.

The boundary extends east along property line parcel # 12799 toward property parcel # 12793, and then extends north along the east property line of parcel # 12799 to the point where aforementioned parcel joins with parcel # 12664.

Boundary extends northwest along the east property line of parcel # 12664 to the centerline of Hwy 278. Boundary extends east and crosses Hwy 278 and the Georgia Railroad tracks and ends at the west property line of parcel 12530.

Legacy Boundary # 2

This safety based boundary begins in the northern portion of the county and is between Tri-County Natural Gas and the City of Greensboro. It begins and the point where Maxey's Road begins at the Oglethorpe and Greene county line.

The boundary extends south along the centerline of Maxey's Road to the intersection of Bairdstown Road. Boundary continues west along the centerline of Maxey's Road to the intersection of Maxey's Road and Penfield Road.

Boundary extends south along the centerline of Penfield Road to the intersection of Town Creek Trail. Boundary extends east along the centerline of Town Creek Trail to the intersection of Hensley Road.

Boundary extends northeast along the centerline of Hensley Road to the intersection of Cunningham Road. Boundary extends south along the centerline of Cunningham Road to the intersection of Old Union Point Road.

Boundary extends northeast along the centerline of Old Union Point Road to the intersection of Marshall Turner Road. Boundary crosses Hwy 278 and extends south along the west property line of parcel # 12664 and the west property line down to the southwestern corner of parcel # 12801.

Boundary extends west along the northern property line of parcels # 12872 & 21156. Boundary extends north along the western property line of parcel # 21155 to the point where the northern most property line of parcel # 21162.

Boundary extends southwest along the property line of parcel # 21162 to the southwestern property line of said parcel. Boundary extends northwest along the back property lines of the parcels facing Brick House Road to the property line of parcel # 15662

Boundary extends south along the eastern property line of parcel # 15662 to the centerline of Brick House Road. Boundary extends northwest along the centerline of Brick House Road to the intersection of Hwy 278.

Boundary extends west along the centerline of Hwy 278 to the intersection of Webb Road.

Boundary extends southeast along the centerline of Webb Road to the intersection Bowden Pond Road.

Boundary extends south along the centerline of Bowden Pond Road to the intersection of Hwy 15 South. Boundary extends east along the centerline of Hwy 15 South to the intersection of Jim Brown Road. Boundary extends south along the centerline of Jim Brown Road to the intersection of Interstate 20. Boundary extends west along the centerline of Interstate 20 ending at the Greene county Morgan county line.

