Exhibit A

Volumes (MMBtu/day) and Delivery Points

Source:

Inside FERC's Gas Market Report, published by S&P Global Platts, a Division of

S&P Global, first issue of the month

Heading:

Monthly Bidweek Spot Gas Prices - Platts Locations (\$/MMBtu),

Index Point:

Transco - Station 85 - Platts IF FOM Zone 4

Column:

"Index"

Buyer	PGW	
Upstream Transaction provide from Gas Authority's	RBC 2018A	
Pipeline	Transco	
Pricing Point	Platts IF FOM Zone 4	
Pipeline Location Preference	Station 85	
May-19	3,736 ♀√	
Jun-19	3,736	
Jul-19	3,736	
Aug-19	3,736	
Sep-19	3,736	
Oct-19	3,736	
Nov-19	8,000	
Dec-19	8,000	
Jan-20	8,000	
Feb-20	8,000	
Mar-20	8,000	
Apr-20	3,736	
May-20	3,736	
Jun-20	3,736	
Jul-20	3,736	
Aug-20	3,736	
Sep-20	3,736	

Oct-20	3,736
Nov-20	8,000
Dec-20	8,000
Jan-21	8,000
Feb-21	8,000
Mar-21	8,000
Apr-21	3,736
May-21	3,736
Jun-21	3,736
Jul-21	3,736
Aug-21	3,736
Sep-21	3,736
Oct-21	3,736
Nov-21	8,000
Dec-21	8,000
Jan-22	8,000
Feb-22	8,000
Mar-22	8,000
Apr-22	3,736
May-22	3,736
Jun-22	3,736
Jul-22	3,736
Aug-22	3,736
Sep-22	3,736
Oct-22	3,736
Nov-22	8,000
Dec-22	8,000
Jan-23	8,000
Feb-23	8,000
Mar-23	8,000
Apr-23	3,736
May-23	3,736
Jun-23	3,736

Jul-23	3,736
Aug-23	3,736
Sep-23	3,736
Oct-23	3,736
Nov-23	8,000
Dec-23	8,000
Jan-24	8,000
Feb-24	8,000
Mar-24	8,000
Apr-24	3,736
May-24	3,736
Jun-24	3,736
Jul-24	3,736
Aug-24	3,736
Sep-24	3,736
Oct-24	3,736
Nov-24	8,000
Dec-24	8,000
Jan-25	8,000
Feb-25	8,000
Mar-25	8,000
Apr-25	3,736
May-25	3,736
Jun-25	3,736
Jul-25	3,736
Aug-25	3,736
Sep-25	3,736
Oct-25	3,736
Nov-25	8,000
Dec-25	8,000
Jan-26	8,000
Feb-26	8,000
Mar-26	8,000

Apr-26	3,736
May-26	3,736
Jun-26	3,736
Jul-26	3,736
Aug-26	3,736
Sep-26	3,736
Oct-26	3,736
Nov-26	8,000
Dec-26	8,000
Jan-27	8,000
Feb-27	8,000
Mar-27	8,000
Apr-27	6,589 97
May-27	6,589
Jun-27	6,589
Jul-27	6,589
Aug-27	6,589
Sep-27	6,589
Oct-27	6,589
Nov-27	10,000 98
Dec-27	10,000
Jan-28	10,000
Feb-28	10,000
Mar-28	10,000
Apr-28	6,589
May-28	6,589
Jun-28	6,589
Jul-28	6,589
Aug-28	6,589
Sep-28	6,589
Oct-28	6,589
Nov-28	10,000
Dec-28	10,000

Jan-29	10,000
Feb-29	10,000
Mar-29	10,000
Apr-29	6,589
May-29	6,589
Jun-29	6,589
Jul-29	6,589
Aug-29	6,589
Sep-29	6,589
Oct-29	6,589
Nov-29	10,000
Dec-29	10,000
Jan-30	10,000
Feb-30	10,000
Mar-30	10,000
Apr-30	6,589
May-30	6,589
Jun-30	6,589
Jul-30	6,589
Aug-30	6,589
Sep-30	6,589
Oct-30	6,589
Nov-30	10,000
Dec-30	10,000
Jan-31	10,000
Feb-31	10,000
Mar-31	10,000
Apr-31	6,589
May-31	6,589
Jun-31	6,589
Jul-31	6,589
Aug-31	6,589
Sep-31	6,589

Oct-31	6,589
Nov-31	10,000
Dec-31	10,000
Jan-32	10,000
Feb-32	10,000
Mar-32	10,000
Apr-32	6,589
May-32	6,589
Jun-32	6,589
Jul-32	6,589
Aug-32	6,589
Sep-32	6,589
Oct-32	6,589
Nov-32	10,000
Dec-32	10,000
Jan-33	10,000
Feb-33	10,000
Mar-33	10,000
Apr-33	6,589
May-33	6,589
Jun-33	6,589
Jul-33	6,589
Aug-33	6,589
Sep-33	6,589
Oct-33	6,589
Nov-33	10,000
Dec-33	10,000
Jan-34	10,000
Feb-34	10,000
Mar-34	10,000
Apr-34	6,589
May-34	6,589
Jun-34	6,589

Jul-34	6,589
Aug-34	6,589
Sep-34	6,589
Oct-34	6,589
Nov-34	10,000
Dec-34	10,000
Jan-35	10,000
Feb-35	10,000
Mar-35	10,000
Apr-35	6,589
May-35	6,589
Jun-35	6,589
Jul-35	6,589
Aug-35	6,589
Sep-35	6,589
Oct-35	6,589
Nov-35	10,000
Dec-35	10,000
Jan-36	10,000
Feb-36	10,000
Mar-36	10,000
Apr-36	6,589
May-36	6,589
Jun-36	6,589
Jul-36	6,589
Aug-36	6,589
Sep-36	6,589
Oct-36	6,589
Nov-36	10,000
Dec-36	10,000
Jan-37	10,000
Feb-37	10,000
Mar-37	10,000

Apr-37	6,589	
May-37	6,589	
Jun-37	6,589	
Jul-37	6,589	
Aug-37	6,589	
Sep-37	6,589	
Oct-37	6,589	
Nov-37	10,000	
Dec-37	10,000	
Jan-38	10,000	
	10,000	
Feb-38	10,000	
Mar-38	6,589	
Apr-38	6,589	
May-38 Jun-38	6,589	
	6,589	
Jul-38	6,589	
Aug-38	6,589	
Sep-38 Oct-38	6,589	
Nov-38	10,000	
Dec-38	10,000	
Jan-39	10,000	
Feb-39	10,000	
Mar-39	10,000	
Apr-39	6,589	
May-39	6,589	
Jun-39	6,589	
Jul-39	6,589	
Aug-39	6,589	
Sep-39	6,589	
Oct-39	6,589	
Nov-39	10,000	
Dec-39	10,000	
Dec-38	10,000	

Feb-40 10,000 Mar-40 10,000 Apr-40 6,589 May-40 6,589 Jul-40 6,589 Aug-40 6,589 Sep-40 6,589 Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 May-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Cct-41 6,589 Nov-41 10,000 Dec-41 10,000		
Mar-40 10,000 Apr-40 6,589 May-40 6,589 Jun-40 6,589 Jul-40 6,589 Aug-40 6,589 Sep-40 6,589 Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 6,589 May-41 6,589 Jun-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Jan-40	10,000
Apr-40 6,589 May-40 6,589 Jul-40 6,589 Aug-40 6,589 Sep-40 6,589 Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 6,589 May-41 6,589 Jul-41 6,589 Jul-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Feb-40	10,000
May-40 6,589 Jul-40 6,589 Aug-40 6,589 Sep-40 6,589 Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 6,589 May-41 6,589 Jul-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Nov-41 6,589 Nov-41 10,000 Dec-41 10,000	Mar-40	10,000
Jun-40 6,589 Jul-40 6,589 Aug-40 6,589 Sep-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 May-41 6,589 Jul-41 6,589 Jul-41 6,589 Jul-41 6,589 Aug-41 6,589 Aug-41 6,589 Oct-41 6,589 Nov-41 6,589 Nov-41 6,589 Nov-41 10,000 Dec-41 10,000	Apr-40	6,589
Jul-40 6,589 Aug-40 6,589 Sep-40 6,589 Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 6,589 May-41 6,589 Jun-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	May-40	6,589
Aug-40 6,589 Sep-40 6,589 Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Mar-41 10,000 Apr-41 6,589 Jun-41 6,589 Jun-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Jun-40	6,589
Sep-40 6,589 Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 Jun-41 6,589 Jul-41 6,589 Sep-41 6,589 Sep-41 6,589 Nov-41 10,000 Dec-41 10,000	Jul-40	6,589
Oct-40 6,589 Nov-40 10,000 Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 May-41 6,589 Jun-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Aug-40	6,589
Nov-40 Dec-40 Dec-40 Jan-41 10,000 Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 May-41 10,000 Jan-41 10,000 Apr-41 10,000 Apr-41 10,000 Apr-41 10,000 Apr-41 10,000 Apr-41 10,000 Dec-41	Sep-40	6,589
Dec-40 10,000 Jan-41 10,000 Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 May-41 6,589 Jun-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Oct-40	6,589
Jan-41 10,000 Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 May-41 6,589 Jun-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Nov-40	10,000
Feb-41 10,000 Mar-41 10,000 Apr-41 6,589 May-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Dec-40	10,000
Mar-41 10,000 Apr-41 6,589 May-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Jan-41	10,000
Apr-41 6,589 May-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Feb-41	10,000
May-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Mar-41	10,000
Jun-41 6,589 Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Apr-41	6,589
Jul-41 6,589 Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	May-41	6,589
Aug-41 6,589 Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Jun-41	6,589
Sep-41 6,589 Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Jul-41	6,589
Oct-41 6,589 Nov-41 10,000 Dec-41 10,000	Aug-41	6,589
Nov-41 10,000 Dec-41 10,000	Sep-41	6,589
Dec-41 10,000	Oct-41	6,589
	Nov-41	10,000
Jan-42 10,000	Dec-41	10,000
	Jan-42	10,000
Feb-42 10,000	Feb-42	10,000
Mar-42 10,000	Mar-42	10,000
Apr-42 6,589	Apr-42	6,589
May-42 6,589	May-42	6,589
Jun-42 6,589	Jun-42	6,589
Jul-42 6,589	Jul-42	6,589
Aug-42 6,589	Aug-42	6,589
Sep-42 6,589	Sep-42	6,589

Oct-42	6,589
Nov-42	10,000
Dec-42	10,000
Jan-43	10,000
Feb-43	10,000
Mar-43	10,000
Apr-43	6,589
May-43	6,589
Jun-43	6,589
Jul-43	6,589
Aug-43	6,589
Sep-43	6,589
Oct-43	6,589
Nov-43	10,000
Dec-43	10,000
Jan-44	10,000
Feb-44	10,000
Mar-44	10,000
Apr-44	6,589
May-44	6,589
Jun-44	6,589
Jul-44	6,589
Aug-44	6,589
Sep-44	6,589
Oct-44	6,589
Nov-44	10,000
Dec-44	10,000
Jan-45	10,000
Feb-45	10,000
Mar-45	10,000
Apr-45	6,589
May-45	6,589
Jun-45	6,589

Jul-45	6,589
Aug-45	6,589
Sep-45	6,589
Oct-45	6,589
Nov-45	10,000
Dec-45	10,000
Jan-46	10,000
Feb-46	10,000
Mar-46	10,000
Apr-46	6,589
May-46	6,589
Jun-46	6,589
Jul-46	6,589
Aug-46	6,589
Sep-46	6,589
Oct-46	6,589
Nov-46	10,000
Dec-46	10,000
Jan-47	10,000
Feb-47	10,000
Mar-47	10,000
Apr-47	6,589
May-47	6,589
Jun-47	6,589
Jul-47	6,589
Aug-47	6,589
Sep-47	6,589
Oct-47	6,589
Nov-47	10,000
Dec-47	10,000
Jan-48	10,000
Feb-48	10,000
Mar-48	•

EXHIBIT B

INDEX PREMIUM

Per Section 14G to the Base Contract, the Index Premium for your Delivery Point shall be subject to adjustment no more often than quarterly during the term of this agreement. The following Index Premium shall be applicable for your Primary Delivery Point for the Index Premium period indicated. The Index Premium for each Premium Period shall be communicated through a revised Exhibit B.

Index Premium Period:

Primary Delivery Point: TRANSCO Station 85 Pool

5/1/2019 - 10/31/2019

\$0.0025 per MMBtu

MQ Transaction

Execution Version

TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

Date: February 26, 2019

Transaction Confirmation #:

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated as of December 1, 2018. The terms of this Transaction Confirmation are binding upon execution unless otherwise specified in the Base Contact.

SELLER: BUYER: **MUNICIPAL GAS AUTHORITY OF GEORGIA** PHILADELPHIA GAS WORKS by Philadelphia 104 TownPark Drive, Kennesaw, GA 30144 Facilities Management Corporation, in its capacity as operator and manager of the municipally owned Philadelphia Gas Works pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended Attn: Tina Smith Phone: 678-819-0908 Attn: Ryan Reeves Fax: 678-819-0948 Phone: (215) 787-5103 Base Contract No. Transporter: **Base Contract No. Transporter Contract Number:** Transporter: **Transporter Contract Number:**

Contract Price: Spot Index minus 29¢/MMBtu Discount plus the Index Premium as defined herein under Section 14G below.

under Section 140 below.

Delivery Period: Begin: May 1, 2019

End: March 31, 2049

Performance Obligation and Contract Quantity:*

Firm: Contract Quantity in MMBtu per day as set forth in Exhibit A.

Delivery Point(s):

See Exhibit A hereto for volumes and delivery points.*

*Pursuant to a certain Natural Gas Supply Agreement, dated as of February 1, 2019, between Seller and Main Street Natural Gas, Inc. ("Main Street"), the volumes to be delivered to Buyer hereunder, as reflected in Exhibit A attached hereto, shall be sourced from Main Street's hereinafter defined MQ 2019A Gas Purchase Agreement. Buyer has executed a Qualifying Use Certificate in accordance with its purchase of the Gas from Seller under this Transaction Confirmation. A copy of such Qualifying Use Certificate is attached to this Transaction Confirmation and is a part of it and this Contract.

Special Conditions:

The following Special Conditions shall apply to the transaction set forth in this Transaction Confirmation:

Definition of "Contract Year":

"Contract Year" shall mean, for purposes of this Transaction Confirmation, any year within the Delivery Period beginning on April 1 and ending on the last day of March of the next year.

Amendment to Section 3.2 of the Base Contract:

Subsection (ii) of Section 3.2 (Cover Standard) of the Base Contract is hereby amended to provide that, in the case of a breach by Buyer:

- (a) Seller shall use Commercially Reasonable Efforts to remarket the Gas that Buyer failed to take; and
- (b) Buyer's payment to Seller, if any, shall be the Contract Price less the net remarketing proceeds obtained by Seller, which proceeds shall be the amount received by Seller from the sale of such remarketed Gas less all costs or expenses directly incurred by Seller related to such remarketing, plus a remarketing fee of 5 cents per MMBtu.

Amendment to Section 7.1 to the Base Contract:

Section 7.1 is hereby amended by deleting the first sentence and inserting in lieu thereof a new first sentence to read in its entirety as follows:

"Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged, on the 15th day of each Month. For the avoidance of doubt, Buyer shall have no duty to pay Seller for Gas not delivered and received, including any Gas not delivered and received due to, force majeure or default by the Supplier under the MQ 2019A Gas Purchase Agreement (as hereinafter defined in Section 14A below)."

Amendment to Section 8.3 to the Base Contract:

Section 8.3 is hereby amended by inserting the following language at the beginning of the second sentence thereof:

"To the extent permitted by law,"

Amendment to Section 10.2 to the Base Contract:

Section 10.2 is hereby amended by deleting the period at the end thereof and inserting the following language:

"; <u>provided, however,</u> that with respect to any Event of Default described in clauses (i) through (viii) above where Buyer is the Defaulting Party, Seller shall notify Buyer on the 22nd Day of the Month that Seller shall, on the tenth Business Day following such Notice, withhold and/or suspend deliveries or payments and terminate or liquidate the transactions under this Contract in the manner provided in Section 10.3 of this Contract."

Amendment to Section 10.6 of the Base Contract:

Section 10.6 of the Base Contract is deleted in its entirety and replaced with a new Section 10.6 to read in its entirety as follows:

"The Non-Defaulting Party's remedies under this Section 10, those remedies expressly provided for in this Transaction Confirmation and any derivative rights of Buyer under the MQ2019A Gas Purchase Agreement (as hereinafter defined in Section 14A below) are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date."

Amendment to Section 14.2 to the Base Contract:

Section 14.2 is hereby amended by deleting the period at the end thereof and inserting the following language:

"; provided, however, that if such severability materially changes the economic benefits or risks of this Contract to either Party, the Parties shall negotiate in good faith and attempt to agree to an equitable adjustment to the provisions of this Contract to replicate to the best of their ability the economic benefits and risks of this Contract to both Parties."

A new Section 14A is added to the Base Contract:

"Source of Supply. This Transaction Confirmation is entered into for the sale of gas by Seller to Buyer that Seller has purchased from Main Street, which Main Street has purchased from Macquarie US Gas Supply LLC ("MQ" or "Supplier") under a certain Prepaid Natural Gas Purchase and Sale Agreement, between Main Street and MQ, dated February 14, 2019 (the "MQ 2019A Gas Purchase Agreement"). Main Street has paid the purchase price of the gas under the MQ 2019A Gas Purchase Agreement from the proceeds of its Gas Supply Revenue Bonds, Series 2019 (the "Bonds") issued pursuant to a Trust Indenture, dated as of February 1, 2019, between Main Street and U.S. Bank National Association, as trustee (the "Trustee"). The Seller's duty to deliver, and Buyer's duty to purchase, Gas to be delivered by Main Street from the Supplier pursuant to this Contract shall be terminated by Seller or Buyer, in whole or in part, upon the occurrence of an early termination of the MQ 2019A Gas Purchase Agreement, in whole or in part, notwithstanding any other provision herein to the contrary, and any such termination by Seller or Buyer shall not constitute a breach of this Contract or a default under this Contract, such that in any such event, no early termination damages shall be owed by either Seller or Buyer under Section 10.3.1. In addition, any invocation of force majeure by the Supplier under the MQ 2019A Gas Purchase Agreement shall automatically support an invocation of force majeure by Seller under this Contract and shall constitute an event of Seller force majeure."

A new Section 14B is added to the Base Contract:

"Pricing. The Contract Price under this Transaction Confirmation shall be the Index-based price as stated in this Transaction Confirmation. 'Spot Index' means, for a Delivery Point for any Month, the index price per MMBtu, stated in U.S. dollars, as published in the first issue for the Month (including corrections thereto in later issues) in which the event occurred that required calculation of the index price, of *Inside FERC's Gas Market Report*, a publication of S&P Global Platts, a division of S&P Global, in the section "Monthly Bidweek Spot Gas Prices (\$/MMBtu)", under the heading for such Delivery Point as is specified on Exhibit A hereto. Buyer may lock-in alternate monthly pricing for one or more future months, from time to time, under terms mutually agreeable between the parties for all or a portion of the volumes identified in Exhibit A to this Transaction Confirmation. If *Inside FERC's Gas Market Report* should cease to publish such first-of-the-month index prices or should cease to be published entirely, the Spot Index Price for a Delivery Point shall be the price per MMBtu, stated in U.S. dollars, for Gas to be delivered at such Delivery Point during the applicable Month as set forth in an alternative index as determined by Seller related to the MQ 2019A Gas Purchase Agreement."

A new Section 14C is added to the Base Contract:

"Annual Returns. No later than 60 days following the end of each Contract Year, Seller shall pay to Buyer an Annual Return in the same amount per MMBtu that Seller receives from Main Street under the MQ 2019A Gas Purchase Agreement multiplied by the total quantities of natural gas, measured in MMBtu, purchased by Buyer from Seller under this Transaction Confirmation in such Contract Year. Notwithstanding anything else herein to the contrary, Annual Returns provided for in this Section shall only be due to Buyer to the extent a corresponding Annual Return is received by Seller from Main Street under the MQ 2019A Gas Purchase Agreement."

A new Section 14D is added to the Base Contract:

"Information Provisions:

Buyer shall furnish to the Seller annual audited financial statements within 180 days after the end of the Buyer's fiscal year (together with a certification of Buyer that it is not aware of any default or Event of Default under this Contract).

A new Section 14E is added to the Base Contract:

"Payments. Payments to Seller pursuant to this Contract shall be made to Seller's Account maintained at Well Fargo Bank, N.A., as follows:

Wire Transfer or ACH Number: BANK: Wells Fargo Bank, N.A.

ABA: 121000248 ACCT: 2000132133254"

A new Section 14F is added to the Base Contract:

"Sale of Buyer's Natural Gas Distribution System. If the governing body of Buyer sells Buyer's natural gas distribution system to an entity other than a governmental person within the meaning of Section 1.141-1(b) of the Treasury Regulations, as amended, for qualifying tax-exempt uses, Seller's duty to sell and deliver, and Buyer's duty to purchase and receive, Gas to be delivered pursuant to this Contract shall be terminated. Buyer shall notify Seller no later than 60 days prior to the effective date of such sale, or such earlier date as designated by Seller in a written notice to Buyer, and any such termination shall not constitute a breach of this Contract or a default under this Contract."

A new Section 14G is added to the Base Contract:

"Index Premium. The Index Premium for each Delivery Point, which shall be established under the MQ 2019A Gas Purchase Agreement and flowed through from Main Street to Seller and from Seller to Buyer, is set forth in Exhibit B and shall remain in effect through the date corresponding to each such Delivery Point. Thereafter, as to each Delivery Point, the Index Premium shall be subject to adjustment no more often than quarterly upon mutual agreement of Main Street and MQ under the MQ 2019A Gas Purchase Agreement, and such Index Premium shall be for a minimum

period of at least three months. Seller shall notify Buyer at least 15 Days before the end of each Index Premium period to enable Buyer to participate in the process of establishing the new Index Premium, if any, prior to the beginning of the next Index Premium period. Upon adjustment of the Index Premium as to any Delivery Point, Seller and Buyer shall execute a revised Exhibit B reflecting the new Index Premium, if any."

A new Section 14H is added to the Base Contract:

"Early Termination Upon Termination of the MQ 2019A Gas Purchase Agreement

Notwithstanding the Delivery Period of this Transaction Confirmation, Buyer acknowledges and agrees that, in the event the MQ 2019A Gas Purchase Agreement terminates prior to the end of the Delivery Period, (i) this Transaction Confirmation shall terminate on the date of early termination of the MQ 2019A Gas Purchase Agreement, and (ii) Seller's obligation to deliver Gas under this Transaction Confirmation shall terminate on the same date on which the Supplier's obligation to deliver Gas to Main Street under the MQ 2019A Gas Purchase Agreement terminates; provided, however, that in the event of such early termination, Seller agrees to continue to deliver to Buyer and Buyer agrees to purchase from Seller the Contract Quantity at the applicable Delivery Point for the remainder of the Month during which such early termination has occurred and for the remainder of the Index Premium period currently in effect, at a price equal to the Spot Index Price plus any Index Premium. Seller shall provide notice to Buyer of any early termination of this Transaction Confirmation pursuant to this Section 14H, the date of such termination, and the date on which the obligation to purchase Gas at the Spot Index Price plus any Index Premium shall end."

A new Section 14I is added to the Base Contract:

"Permanent Load Loss. In the event of permanent load loss on Buyer's system, Buyer may request the permanent reduction of its Contract Quantity for the remaining term of this Transaction Confirmation. If Buyer makes such request, Seller will remarket Contract Quantities associated with its loss of demand to other Municipal Utilities under the provisions of its agreement with Main Street, and will reduce Buyer's Contract Quantities through the remaining term of this Contract to reflect such loss of demand."

Seller: MUNICIPAL GAS AUTHORITY OF GEORGIA	Buyer: PHILADELPHIA GAS WORKS by Philadelphia Facilities Management Corporation, in its capacity as operator and manager of the municipally owned Philadelphia Gas Works pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended
By: Wilting Coli	By: 31 C. 31
Title: President & CEO	Title: UP Gos Supply
Date: March 22, 2019	Date: 3-22-19

Exhibit A

Volumes (MMBtu/day) and Delivery Points

Source:

Inside FERC's Gas Market Report, published by S&P Global Platts, a Division of

S&P Global, first issue of the month

Heading:

Monthly Bidweek Spot Gas Prices - Platts Locations (\$/MMBtu),

Index Point:

Transco - Station 85 Platts IF FOM Zone 4

Column:

"Index"

Buyer	PGW	
Upstream Transaction provide from Gas Authority's	Macquarie 2019A	
Pipeline	Transco	
Pricing Point	Platts IF FOM Zone 4	
Pipeline Location Preference	Station 85	
May-19	3,500	
Jun-19	3,500	
Jul-19	3,500	
Aug-19	3,500	
Sep-19	3,500	
Oct-19	3,500	
Nov-19	3,500	
Dec-19	3,500	
Jan-20	3,500	
Feb-20	3,500	
Mar-20	3,500	
Apr-20	3,500	
May-20	3,500	
Jun-20	3,500	
Jul-20	3,500	
Aug-20	3,500	
Sep-20	3,500	
Oct-20	3,500	
Nov-20	3,500	
Dec-20	3,500	
Jan-21	3,500	
Feb-21	3,500	

Mar-21	3,500
Apr-21	3,500
May-21	3,500
Jun-21	3,500
Jul-21	3,500
Aug-21	3,500
Sep-21	3,500
Oct-21	3,500
Nov-21	3,500
Dec-21	3,500
Jan-22	3,500
Feb-22	~ 3,500
Mar-22	3,500
Apr-22	3,500
May-22	3,500
Jun-22	3,500
Jul-22	3,500
Aug-22	3,500
Sep-22	3,500
Oct-22	3,500
Nov-22	3,500
Dec-22	3,500
Jan-23	3,500
Feb-23	3,500
Mar-23	3,500
Apr-23	3,500
May-23	3,500
Jun-23	3,500
Jul-23	3,500
Aug-23	3,500
Sep-23	3,500
Oct-23	3,500
Nov-23	3,500
Dec-23	3,500
Jan-24	3,500
Feb-24	3,500
Mar-24	3,500
Apr-24	3,500
May-24	3,500
Jun-24	3,500
Jul-24	3,500
Aug-24	3,500
Sep-24	3,500
Oct-24	3,500

N 04	2 500
Nov-24	3,500 3,500
Dec-24	3,500 3,500
Jan-25	3,500
Feb-25	3,500 3,500
Mar-25	3,500
Apr-25	3,500
May-25	3,500
Jun-25	3,500
Jul-25	3,500
Aug-25	3,500
Sep-25	3,500
Oct-25	3,500
Nov-25	3,500
Dec-25	3,500
Jan-26	3,500
Feb-26	3,500
Mar-26	3,500
Apr-26	3,500
May-26	3,500
Jun-26	3,500
Jul-26	3,500
Aug-26	3,500
Sep-26	3,500
Oct-26	3,500
Nov-26	3,500
Dec-26	3,500
Jan-27	3,500
Feb-27	3,500
Mar-27	3,500
Apr-27	4,375 $\gamma \delta$
May-27	4,375 [~]
Jun-27	4,375
Jul-27	4,375
Aug-27	4,375
Sep-27	4,375
Oct-27	4,375
Nov-27	4,375
Dec-27	4,375
Jan-28	4,375
Feb-28	4,375
Mar-28	4,375
Apr-28	4,375
May-28	4,375
Jun-28	4,375

Jul-28	4,375
Aug-28	4,375
Sep-28	4,375
Oct-28	4,375
Nov-28	4,375
Dec-28	4,375
Jan-29	4,375
Feb-29	4,375
Mar-29	4,375
Apr-29	4,375
May-29	4,375
Jun-29	4,375
Jul-29	4,375
Aug-29	4,375
Sep-29	4,375
Oct-29	4,375
Nov-29	4,375
Dec-29	4,375
Jan-30	4,375
Feb-30	4,375
Mar-30	4,375
Apr-30	4,375
May-30	4,375
Jun-30	4,375
Jul-30	4,375
Aug-30	4,375
Sep-30	4,375
Oct-30	4,375
Nov-30	4,375
Dec-30	4,375
Jan-31	4,375
Feb-31	4,375
Mar-31	4,375
Apr-31	4,375
May-31	4,375
Jun-31	4,375
Jul-31	4,375
Aug-31	4,375
Sep-31	4,375
Oct-31	4,375
Nov-31	4,375
Dec-31	4,375
Jan-32	4,375
Feb-32	4,375

Mar-32	4,375
Apr-32	4,375
May-32	4,375
Jun-32	4,375
Jul-32	4,375
Aug-32	4,375
Sep-32	4,375
Oct-32	4,375
Nov-32	4,375
Dec-32	4,375
Jan-33	4,375
Feb-33	4,375
Mar-33	4,375
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May-33	4,375
Jun-33	4,375
Jul-33	4,375
Aug-33	4,375
Sep-33	4,375
Oct-33	4,375
Nov-33	4,375
Dec-33	4,375
Jan-34	4,375
Feb-34	4,375
Mar-34	4,375
Apr-34	4,375
May-34	4,375
Jun-34	4,375
Jul-34	4,375
Aug-34	4,375
Sep-34	4,375
Oct-34	4,375
Nov-34	4,375
Dec-34	4,375
Jan-35	4,375
Feb-35	4,375
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Apr-35	4,375
May-35	4,375
Jun-35	4,375
Jul-35	4,375
Aug-35	4,375
Sep-35	4,375
Oct-35	4,375

Nov-35	4,375
Dec-35	4,375
Jan-36	4,375
Feb-36	4,375
Mar-36	4,375
Apr-36	4,375
May-36	4,375
Jun-36	4,375
Jul-36	4,375
Aug-36	4,375
Sep-36	4,375
Oct-36	4,375
Nov-36	4,375
Dec-36	4,375
Jan-37	4,375
Feb-37	4,375
Mar-37	4,375
Apr-37	4,375
May-37	4,375
Jun-37	4,375
Jul-37	4,375
Aug-37	4,375
Sep-37	4,375
Oct-37	4,375
Nov-37	4,375
Dec-37	4,375
Jan-38	4,375
Feb-38	4,375
Mar-38	4,375
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May-38	4,375
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Nov-38	4,375
Dec-38	4,375
Jan-39	4,375
Feb-39	4,375
Mar-39	4,375
Apr-39	4,375
May-39	4,375
Jun-39	4,375

Jul-39	4,375
Aug-39	4,375
Sep-39	4,375
Oct-39	4,375
Nov-39	4,375
Dec-39	4,375
Jan-40	4,375
Feb-40	4,375
Mar-40	4,375
Apr-40	4,375
May-40	4,375
Jun-40	4,375
Jul-40	4,375
Aug-40	4,375
Sep-40	4,375
Oct-40	4,375
Nov-40	4,375
Dec-40	4,375
Jan-41	4,375
Feb-41	4,375
Mar-41	4,375
Apr-41	4,375
May-41	4,375
Jun-41	4,375
Jul-41	4,375
Aug-41	4,375
Sep-41	4,375
Oct-41	4,375
Nov-41	4,375
Dec-41	4,375
Jan-42	4,375
Feb-42	4,375
Mar-42	4,375
Apr-42	4,375
May-42	4,375
Jun-42	4,375
Jul-42	4,375
Aug-42	4,375
Sep-42	4,375
Oct-42	4,375
Nov-42	4,375
Dec-42	4,375
Jan-43	4,375
Feb-43	4,375

Mar-43	4,375
Apr-43	4,375
May-43	4,375
Jun-43	4,375
Jul-43	4,375
Aug-43	4,375
Sep-43	4,375
Oct-43	4,375
Nov-43	4,375
Dec-43	4,375
Jan-44	4,375
Feb-44	4,375
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Nov-44	4,375
Dec-44	4,375
Jan-45	4,375
Feb-45	4,375
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Apr-45	4,375
May-45	4,375
Jun-45	4,375
Jul-45	4,375
Aug-45	4,375
Sep-45	4,375
Oct-45	4,375
Nov-45	4,375
Dec-45	4,375
Jan-46	4,375
Feb-46	4,375
Mar-46	4,375
Apr-46	4,375
May-46	4,375
Jun-46	4,375
Jul-46	4,375
Aug-46	4,375
Sep-46	4,375
Oct-46	4,375

Nov-46	4,375
Dec-46	4,375
Jan-47	4,375
Feb-47	4,375
Mar-47	4,375
Apr-47	4,375
May-47	4,375
Jun-47	4,375
Jul-47	4,375
Aug-47	4,375
Sep-47	4,375
Oct-47	4,375
Nov-47	4,375
Dec-47	4,375
Jan-48	4,375
Feb-48	4,375
Mar-48	4,375
Apr-48	4,375
May-48	4,375
Jun-48	4,375
Jul-48	4,375
Aug-48	4,375
Sep-48	4,375
Oct-48	4,375
Nov-48	4,375
Dec-48	4,375
Jan-49	4,375
Feb-49	4,375
Mar-49	4,375

EXHIBIT B

INDEX PREMIUM

Per Section 14G to the Base Contract, the Index Premium for your Delivery Point shall be subject to adjustment no more often than quarterly during the term of this agreement. The following Index Premium shall be applicable for your Primary Delivery Point for the Index Premium period indicated. The Index Premium for each Premium Period shall be communicated through a revised Exhibit B.

Index Premium Period:

Primary Delivery Point: TRANSCO Station 85 Pool

5/1/2019 - 10/31/2019

\$0.0025 per MMBtu