

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY TO MODIFY A LOAN AGREEMENT BETWEEN THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY AND THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

Workflow List:

| | | |
|--|-----------|---------------------|
| Finance | Completed | 06/13/2014 10:49 AM |
| Jo Ann Macrina | Completed | 06/13/2014 11:44 AM |
| Patrick McShane | Completed | 06/13/2014 12:29 PM |
| Mayor's Office | Completed | 06/13/2014 12:31 PM |
| Office of Research and Policy Analysis | Completed | 06/13/2014 3:40 PM |
| City Utilities Committee | Pending | |
| Atlanta City Council | Pending | |
| Mayor's Office | Pending | |

| | |
|---|--------------------|
| Certified by Presiding Officer | Certified by Clerk |
| | |
| Mayor's Action <i>See Authentication Page Attachment</i> | |

LEGISLATION HISTORY – BLUE BACK

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY TO MODIFY A LOAN AGREEMENT BETWEEN THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY AND THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) borrowed a total of Forty Seven Million Dollars (\$47,000,000) from the Clean Water State Revolving Fund (“CWSRF”) administered by Georgia Environmental Finance Authority (“GEFA”); and

WHEREAS, the City borrowed said CWSRF monies in two loan agreements numbered CWSRF 09-092 (March 1, 2011) and CWSRF 10-002 (March 1, 2011), pursuant to Ordinance No. 10-O-1822; and

WHEREAS, loan CWSRF 10-002 in its original amount totaled Forty Million Dollars and Zero Cents (\$40,000,000.00) and repayments were to be amortized over twenty (20) years beginning March 1, 2013; and

WHEREAS, loan CWSRF 10-002 was modified to change the Amortization Commencement Date to Jun 1, 2014 to give the City more time to begin making payment on the loan, pursuant to Resolution No. 12-R-0807; and

WHEREAS, the City will not expend the monies borrowed in loan agreement CWSRF 10-002 by the June 1, 2014 completion date; and

WHEREAS, it is in the best interests of the City to modify loan agreement CWSRF 10-002 by amending the Project Schedule to add scope to description of the project and to extend the completion date to September 30, 2014 to allow the City to expend all the monies borrowed in loan agreement CWSRF 10-002.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his authorized designee, is authorized to enter into a loan agreement with GEFA for the purpose of modifying loan agreement CWSRF 10-002 between GEFA and the City.

BE IT FURTHER RESOLVED, that the Mayor, or his authorized designee, is authorized to execute and deliver to GEFA certain modifications to loan agreement CWSRF 10-002, in substantial form as the agreement attached as Exhibit A, which shall pledge the full faith and credit of the City to repay the loans and which documents will be approved as to form by the City Attorney and as to intent by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the Mayor, or his authorized designee, is authorized to execute any and all other documents necessary to consummate and effectuate the modifications to the loan agreements.

AND FINALLY BE IT RESOLVED, that the loan agreement will not become binding on the City and the City will incur no obligation nor liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to GEFA.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Maisha L. Wood

Contact Number: 404-546-3625

Originating Department: Watershed Management

Committee(s) of Purview: City Utilities Committee

Chief of Staff Deadline: June 6, 2014

Anticipated Committee Meeting Date(s): June 24, 2014

Anticipated Full Council Date: July 7, 2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: n/a

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY TO MODIFY A LOAN AGREEMENT BETWEEN THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY AND THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) N/A
Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____

Received by Mayor's Office: [Signature] 6/6/14 (date) Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

Attachment: Transmittal GEFA Amendment (14-R-3744 : GEFA Loan Agreement Amendment)

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: City Utilities Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY TO MODIFY A LOAN AGREEMENT BETWEEN THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY AND THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

Council Meeting Date: July 7, 2014

Requesting Dept.: Department of Watershed Management

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to authorize the Mayor, or his designee, to amend Loan Agreement CWSRF 10-002 between GEFA and the City to add work to the Scope of Work in Exhibit A and to change the Amortization Commencement Date to give the City more time to begin making payments on the loan agreement.

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

The loan agreement between GEFA and the City to be amended is Loan Agreement CWSRF 10-002. The City authorized Loan Agreements CWSRF 09-092, 2010-L13WQ and CWSRF 10-002 pursuant to 10-O-1822. The City authorized amending Loan Agreements CWSRF 09-092 and CWSRF 10-002 to change the Amortization Commencement Dates pursuant to Resolution 12-R-0807. The City desires to amend Loan Agreement CWSRF 10-002 to amend Exhibit A to add work to the Scope of Work and to change the Amortization Commencement Date to give the City more time to begin making payments on the loan agreement.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** N/A

- (b) Source Selection: N/A
- (c) Bids/Proposals Due: N/A
- (d) Invitations Issued: N/A
- (e) Number of Bids: N/A
- (f) Proposals Received: N/A
- (g) Bidders/Proponents: N/A
- (h) Term of Contract: N/A

4. Fund Account Center (*Ex. Name and number*):

Fund: Account:, Center:, Function Activity:

5. Source of Funds: *Example: Local Assistance Grant*

6. Fiscal Impact: NA

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery:

Examples:

- a. *Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. *Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

This Legislative Request Form Was Prepared By: Patrick McShane, Assistant City Attorney

Loan/Project No. CWSRF 10-002

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "**Second Modification**") dated _____, 20_____, by and between **CITY OF ATLANTA**, a Georgia public body corporate and politic (the "**Borrower**"), and the Georgia Environmental Finance Authority, a Georgia public corporation (the "**Lender**").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Contract for Financing Environmental Facilities and for Other Services, dated, dated **MARCH 1, 2011**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **MARCH 1, 2011**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note. Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **NOVEMBER 1, 2015**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of

and all accrued interest on this Note, which shall be due and payable on the date that is 20 years from the Amortization Commencement Date (the "Maturity Date").

2. Amendments of Loan Agreement. Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **NOVEMBER 1, 2015**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$40,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

Exhibit D is amended and restated to read as written in the attached Exhibit D.

3. No Other Waivers or Amendments. Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties. To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification. The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the

resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts. This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

RECOMMENDED:

CITY OF ATLANTA

Commissioner, Department of
Watershed Management

By: _____
Kasim Reed
Mayor

APPROVED:

ATTEST:

Chief Financial Officer

Name: _____
Title: Municipal Clerk
[Affix Seal Here]

Chief Operating Officer

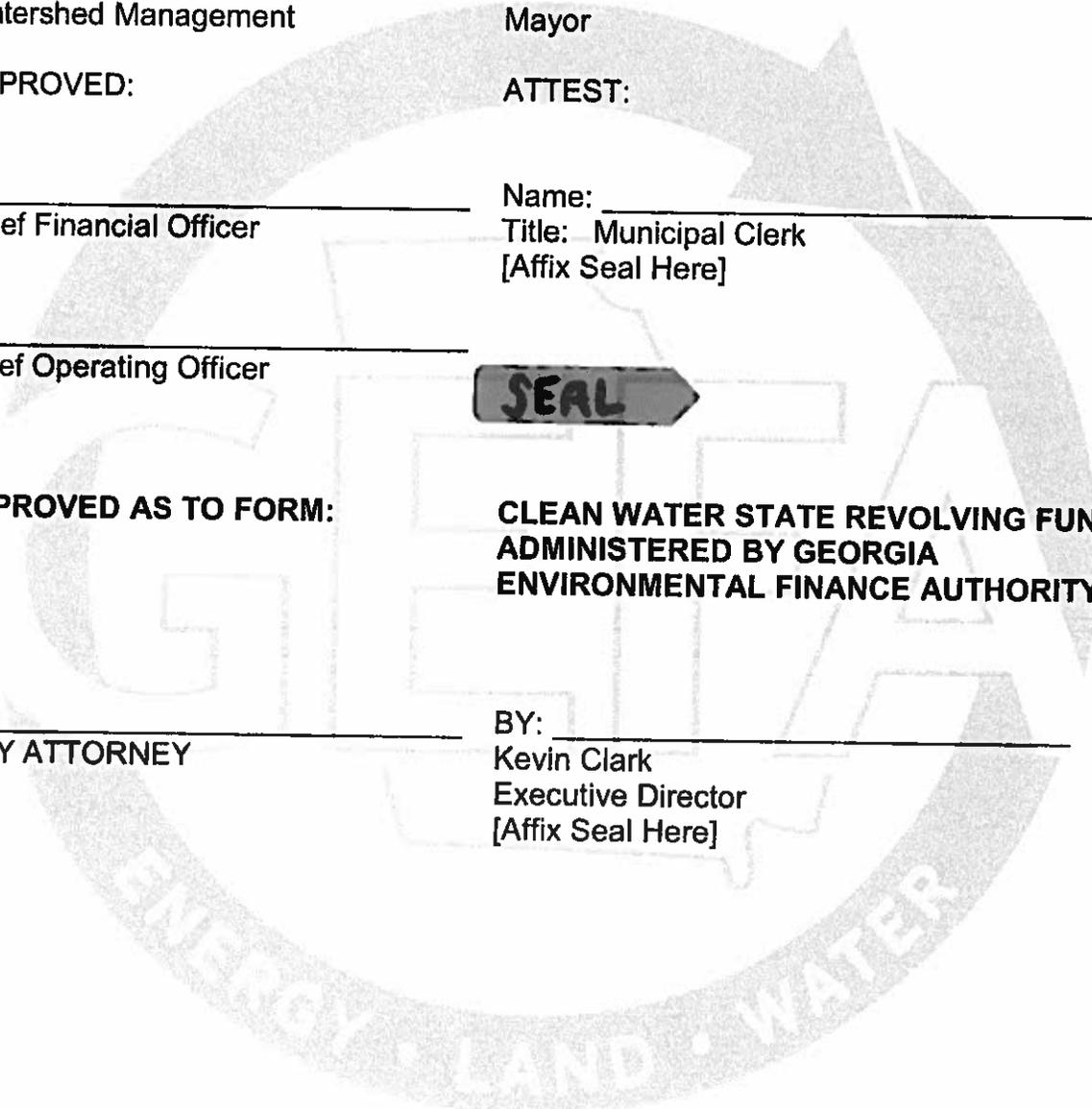
SEAL →

APPROVED AS TO FORM:

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY:**

CITY ATTORNEY

BY: _____
Kevin Clark
Executive Director
[Affix Seal Here]



**EXHIBIT A
PAGE 1 OF 3****DESCRIPTION OF THE PROJECT****SCOPE OF WORK****Recipient: CITY OF ATLANTA****Loan Number: CWSRF 10-002**

1. East Point Trunk Sewer Replacement in the South River Basin to include approximately three miles of various size sewer pipe and all related appurtenances.
2. Sewer Group 3 Cluster A Sewer Rehabilitation to include cleaning, TV inspection, point repair, cure-in place lining, replacement, and other rehabilitation along with all related appurtenances.
3. North Basin Capacity Relief Sewer in South River Basin to include the construction and/or replacement of approximately three miles of various size sewer pipe and all related appurtenances.
4. South Basin Capacity Relief Sewer in the South River Basin to include the construction and/or replacement of approximately two miles of various size sewer pipe and all related appurtenances.
5. Sewer rehabilitation scope to include cleaning, TV inspection, point repair, cured-in-place lining, and other rehabilitative methods of specific sewer mains and all related appurtenances.

**EXHIBIT A
PAGE 2 OF 3**

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF ATLANTA

Loan Number: CWSRF 10-002

| ITEM | TOTAL | CWSRF LOAN FUNDS (CWSRF 10-002) | GEORGIA FUNDS (2010-L13WQ) |
|--------------------------|---------------------|--|---------------------------------------|
| Construction | \$41,179,550 | \$38,179,550 | \$3,000,000 |
| Contingency | 0 | 0 | 0 |
| Engineering & Inspection | 1,820,450 | 1,820,450 | 0 |
| Administrative/Legal | 0 | 0 | 0 |
| TOTAL | \$43,000,000 | \$40,000,000 | \$3,000,000 |

**EXHIBIT A
PAGE 3 OF 3**

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF ATLANTA

Loan Number: CWSRF 10-002

| ACTION | DATE |
|---|----------------|
| Complete Project Planning | OCTOBER 2007 |
| Initiated Design | DECEMBER 2007 |
| Plans and Specifications submitted to EPD | DECEMBER 2008 |
| Bid Opening | NOVEMBER 2010 |
| Notice of Award | SEPTEMBER 2010 |
| Notice to Proceed with Construction | NOVEMBER 2010 |
| Initiation of Construction | DECEMBER 2010 |
| Completion of Construction | APRIL 2015 |

**EXHIBIT D
PAGE 1 OF 3****SPECIAL CONDITIONS****Recipient: CITY OF ATLANTA****Loan Number: CWSRF 10-002**

- I. The Borrower shall pay the Lender an origination fee for the Loan in the amount of two percent (2%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.
- II. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
- III. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
- IV. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the EPD, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) ensuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;

**EXHIBIT D
PAGE 2 OF 3**

f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

V. **Forgiveness of Debt Service.** In accordance with the 2010 Appropriations language, the Lender agrees to forgive 15% of the first \$5,000,000 of each principal and interest payment due on the Loan.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

VI. **Principal Forgiveness Requirements.**

Project Readiness. Project #1 in the Scope of Work above (East Point Trunk Sewer Replacement) shall be under contract and construction by December 31, 2010.

VII. In the event the Borrower receives a qualified opinion or there are major findings of deficiency within the annual audit or the A-133 review, then Lender will require an audit of Borrower's Accounts Payable processes and controls, including the following:

a) Testing of invoices for the entire CIP for adequate documentation to include documentation of expense reimbursements and subcontractor fees, and Borrower's A/P process controls

b) Lender may request that the Borrower's Internal Audit extend its scope of internal review to accommodate this requirement but reserves the right to engage an independent 3rd party review of same.

VIII. The Borrower shall establish a separate trust account (the "Debt Service Reserve Account") for the benefit of the Lender, in order to secure all loans made by funds held or administered by the Georgia Environmental Finance Authority (the "Secured Loans"), equally and ratably. The Debt Service Reserve Account shall be established in a manner which names the Georgia Environmental Finance Authority (GEFA) the beneficiary and prohibits the withdrawal of funds without GEFA's written consent. The Borrower Hereby pledges all amounts held in the Debt Service Reserve Account to the prompt payment of all amounts due with respect to the Secured Loans, equally and ratably. The Borrower shall deposit in the Debt Service Reserve Account, on or before the Amortization Commencement Date (as defined in the Note), an amount sufficient to cause the balance held therein to equal the lesser of (1) the aggregate debt service

**EXHIBIT D
PAGE 3 OF 3**

payable on all Secured Loans during the next succeeding fiscal (CALENDAR) year of the Borrower or (2) twenty percent (20%) of the aggregate debt service payable on all Secured Loans during the next succeeding fiscal year of the Borrower, assuming that all

Secured Loans are fully advanced before the beginning of such fiscal year (the "Debt Service Reserve Requirement"). The borrower shall maintain the Debt Service Reserve Account in an amount at least equal to the Debt Service Reserve Requirement, determined first on the Amortization Commencement Date and thereafter as of the end of each fiscal year of the Borrower. Funds held in the Debt Service Reserve Account shall be invested in obligations in which the Borrower is permitted to invest under applicable law, (1) that have an "investment grade" rating and (2) the interest on which is excluded from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax. Investments held in the Debt Service Reserve Account shall be valued at fair market value monthly, and the Borrower shall furnish monthly statements to the Lender providing details of the investments held in the Debt Service Reserve Account and the fair market value of such investments. A resolution pursuant to this requirement shall be received by GEFA prior to contract execution.

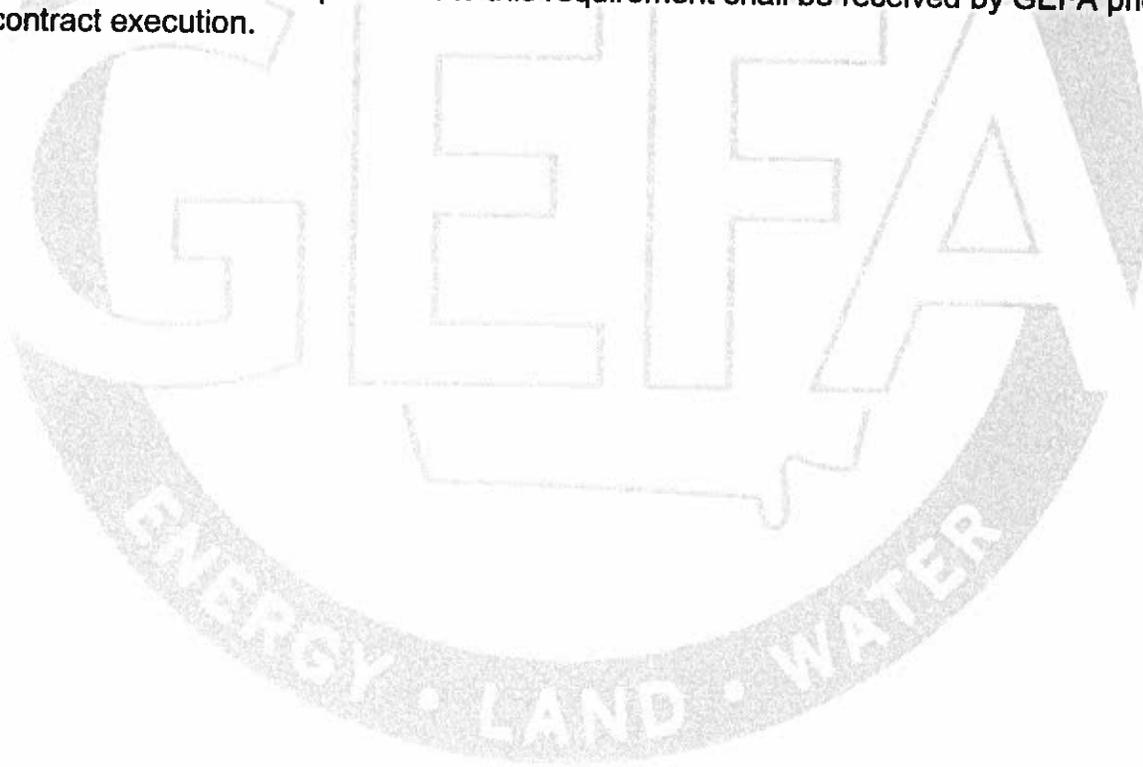


EXHIBIT E

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorneys Letterhead)

Date

Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, GA 30303

Ladies and Gentlemen:

A legal opinion from **CITY OF ATLANTA DEPARTMENT OF LAW** was delivered to you, dated **DECEMBER 27, 2010** (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **MARCH 1, 2011** between **CITY OF ATLANTA** (the "Borrower") and the Georgia Environmental Finance Authority (the "Lender"), and the Promissory Note (the "Note"), dated **MARCH 1, 2011**, of the Borrower. A legal opinion was also delivered to you dated **JULY 26, 2012** relating to the modification of Promissory Note and Loan Agreement dated **SEPTEMBER 6, 2012**. As counsel for the Borrower, I have examined the original of the Second Modification of Promissory Note and Loan Agreement (the "Second Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Second Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF ATLANTA

Loan Number: CWSRF 10-002

DATE

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, _____, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$40,000,000** from the Georgia Environmental Finance Authority (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **MARCH 1, 2011**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **MARCH 1, 2011**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Name of Person to Execute Documents)

(Title)

(Name of Person to Attest Documents)

(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____, 20____.

Secretary/Clerk

(SEAL)

SEAL