

**THIRD AMENDMENT TO FIRST AMENDED  
AND RESTATED OPERATING AGREEMENT**

This **THIRD AMENDMENT TO FIRST AMENDED AND RESTATED OPERATING AGREEMENT** (this "Agreement") is entered into by and between **Cobb Electric Membership Corporation**, a Georgia electric membership corporation ("Cobb EMC"), and **Cobb Energy Management Corporation**, a Georgia corporation ("CEMC") (the "Parties") effective the 1<sup>st</sup> day of April, 2000.

**W I T N E S S E T H:**

WHEREAS, CEMC desired to provide Cobb EMC, and Cobb EMC desired to obtain from CEMC, certain day-to-day operational services; and

WHEREAS, in connection therewith, Cobb EMC and CEMC entered into an Operating Agreement dated as of December 29, 1997, pursuant to which CEMC provides to Cobb EMC the services described in the Operating Agreement on the terms and conditions set forth therein, which was subsequently fully amended and restated pursuant to that certain First Amended and Restated Operating Agreement executed as of July 28, 1998, which was amended pursuant to that certain First Amendment to First Amended and Restated Operating Agreement dated October 8, 1998, and which was further amended pursuant to that certain Second Amendment to First Amended and Restated Operating Agreement dated effective January 26, 1999 (collectively, the "Restated Operating Agreement"); and

WHEREAS, Cobb EMC and CEMC desire to amend the Restated Operating Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the agreements of the parties set forth below and other good and valuable consideration, the receipt of which is hereby acknowledged, Cobb EMC and CEMC agree as follows:

**ARTICLE 1. AMENDMENTS TO RESTATED OPERATING AGREEMENT**

1.01 *Amendment to Article 12.* Article 12 of the Restated Operating Agreement shall be amended to delete Section 12.01 in its entirety and to substitute therefor the following:

"12.01 *Base Fees.*

(a) In consideration of CEMC providing the Base Services, for each calendar week during the Initial Term through March 31, 2000, and in consideration for entering this Agreement, and subject to the provisions contained in *Article 2*, Cobb EMC agrees to pay CEMC a weekly amount equal to the amount of the combined weekly salaries and fringe benefits of all Employees and Senior Co-Employees directly assigned to Cobb EMC or employed by CEMC to provide Base Services to Cobb EMC plus two percent (2%) of the combined total of all such salaries and fringe benefits plus an amount equal to

the costs and expenses incurred by CEMC to provide the Base Services.

(b) Beginning April 1, 2000, in consideration of CEMC providing the Base Services, and subject to the provisions contained in Article 2, Cobb EMC agrees to pay CEMC, for each calendar week during the remainder of the Initial Term of this Agreement, a weekly amount equal to all costs and expenses incurred by CEMC to provide Base Services, plus six (6%) percent of the combined total of such costs and expenses."

1.03 *Amendment to Article 23.* Article 23 of the Restated Operating Agreement shall be amended in its entirety by substituting therefor the following:

"23.05 *Base Services:* includes financial, accounting and audit, corporate, apparatus and facilities maintenance, computer, fleet maintenance, materials and inventory control, member relations, member services, marketing and public relations, human resources, employee benefits, review of insurance coverages, safety, commercial and industrial development, construction, forestry and special projects, meter operations including, but not limited to, meter reading services, meter purchasing, meter installation, meter testing and calibration, and the provision of employees to perform, under the supervision of Cobb EMC, engineering, planning, line maintenance and other core electrical functions performed by Cobb EMC. As of the Effective Date, Base Services shall be provided by CEMC at a level equal to the level of services performed by Cobb EMC immediately prior thereto."

## ARTICLE 2. MISCELLANEOUS PROVISIONS

2.01 *Ratification of Restated Operating Agreement.* Except as specifically amended hereby, the Restated Operating Agreement shall remain in full force and effect and is ratified in all respects by the Parties.

2.02 *Counterparts.* This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties.

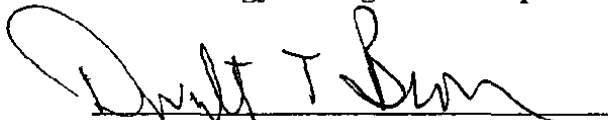
IN WITNESS WHEREOF, Cobb Electric Membership Corporation and Cobb Energy Management Corporation have each caused this Agreement to be signed and delivered by its duly authorized representative effective the day and year first above written.

**Cobb Electric Membership Corporation**



By: Larry N. Chadwick  
Chairman, Board of Directors

**Cobb Energy Management Corporation**



By: Dwight T. Brown  
President

**CONFIDENTIAL**