

**CITY OF CALHOUN
REGULAR CITY COUNCIL MEETING
DEPOT COMMUNITY ROOM
109 SOUTH KING STREET
CALHOUN, GA
JANUARY 21, 2008 7:00 P.M.**

MINUTES

**PRESENT: James F. Palmer, Mayor
George Crowley, Mayor Pro Tem
Ray Denmon, Councilman
Al Edwards, Councilman
David Hammond, Councilman**

**ALSO: Kelly Cornwell, Director of Utilities
Eddie Peterson, City Administrator**

1. Mayor Palmer called the meeting to order and welcomed everyone in attendance. Councilman Hammond gave the invocation.
2. Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.
3. Mayor Pro Tem Crowley made a motion to approve the agenda. The motion was second by Councilman Denmon with all voting affirmatively, motion carried.
4. Councilman Denmon made a motion to approve the minutes of the January 14, 2008 regular City Council Meeting as written. The motion was second by Mayor Pro Tem Crowley with all voting affirmatively, motion carried.
5. Mayors Comments:
 - A. Mayor Palmer introduced "The Unspeakable Praise Mime Ministry of Friendship Baptist Church" to give a presentation honoring the life of Dr. King. (Director Francis King)
 - B. Mayor Palmer read a tribute to Dr. King from Melvin Sylvester (**Exhibit "A"**).
 - Mayor Pro Tem Crowley, Councilman Denmon, Councilman Hammond, and Councilman Edwards also expressed their thoughts and feelings about the contributions, influence, and greatness of Dr. King.
 - C. Mayor Palmer made reference to Mayor's Day (January 26 – January 28, 2008) as a time to meet with our senators and representatives about Calhoun and take part in the business of the Georgia Municipal Association.
 - D. Mayor Palmer asked Councilman Edwards to review the zoning hearings scheduled for February 11, 2008 and March 10, 2008.

February 11, 2008

1. Annexation and zoning of C-2 for approximately 7 acres off Belwood Road south of Gordon County's property. The request by D&D Investment Properties Inc.

March 10, 2008

2. Zoning change request from C-2 to R-2 by Harmony Road Development for 10.35 acres located at 1401 Dews Pond Road.

6. Old Business:

- A. Mayor Palmer gave a second reading of a beer package license request of Chaudhari Enterprises with Ashish Kumar R. Chaudhari as authorized agent for the location of 312 North Wall Street.
- Councilman Hammond made a motion to approve the beer package request for Chaudhari Enterprises. The motion was second by Mayor Pro Tem Crowley with all voting affirmatively, motion carried.

7. New Business:

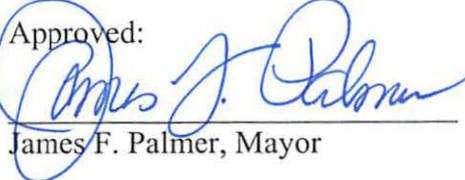
- A. Mayor Palmer asked Kelly Cornwell to explain the MEAG/Telecom contracts third amendments. **(Exhibit "B")**
- Kelly Cornwell explained the contract to the Mayor & Council.
 - Mayor Palmer read the header of the Resolution authorizing the execution, delivery, and performance of the third amendment to telecommunications project contract with the Municipal Electric Authority of Georgia. **(Exhibit "C")**
 - Mayor Pro Tem Crowley made a motion to approve the Resolution as written. The motion was second by Councilman Hammond with all voting affirmatively, motion carried.
- B. Mayor Palmer reviewed the 2008-2009 budget calendar.
- Mayor Pro Tem Crowley made a motion to approve the budget calendar as written. The motion was second by Councilman Hammond with all voting affirmatively, motion carried.

8. Other Written Items not on the Agenda: None

9. Work Reports:

- A. Kelly Cornwell, Director of Utilities: NONE
B. Eddie Peterson, Director of Public Safety / Public Works: NONE

10. Mayor Pro Tem Crowley made a motion to adjourn. The motion was second by Councilman Hammond with all voting affirmatively, motion carried.

Approved:

James F. Palmer, Mayor

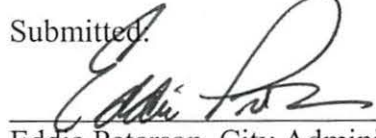
Submitted:

Eddie Peterson, City Administrator

EXHIBIT "A"

A Tribute to Dr. Martin Luther King, Jr.

History is indeed made up of significant events which shape our future and outstanding leaders who influence our destiny.

Martin Luther King's contributions to our history place him in this inimitable position. In his short life, Martin Luther King was instrumental in helping us realize and rectify those unspeakable flaws which were tarnishing the name of **America**. The events which took place in and around his life were earth shattering, for they represented an America which was hostile and quite different from America as we see it today.

Martin Luther King, Jr. catapulted to fame when he came to the assistance of Rosa Parks, the Montgomery, Alabama Black seamstress who refused to give up her seat on a segregated Montgomery bus to a White passenger. In those days American Blacks were confined to positions of second class citizenship by restrictive laws and customs. To break these laws would mean subjugation and humiliation by the police and the legal system. Beatings, imprisonment and sometimes death were waiting for those who defied the **System**.



Black Americans needed a Martin Luther King, but above all **America** needed him. The significant qualities of this special man cannot be underestimated nor taken for granted. Within a span of 13 years from 1955 to his death in 1968 he was able to expound, expose, and extricate America from many wrongs. His tactics of protest involved non-violent passive resistance to racial injustice. It was the right prescription for our country, and it was right on time. Hope in America was waning on the part of many Black Americans, but Martin Luther King, Jr. provided a candle along with a light. He also provided this nation with a road map so that all people could locate and share together in the abundance of this great democracy.

We honor Dr. Martin Luther King, Jr. because he showed us the way to mend those broken fences and to move on in building this land rather than destroying it. He led campaign after campaign in the streets of America and on to the governor's mansion - even to the White House - in an effort to secure change. Today Black Americans have federal legislation which provides access and legal protection in the areas of **public accommodations, housing, voting rights, schools, and transportation**. These rights were not easily won, nor readily accepted, but the good will and conscience of an enormous spectrum of our society both Black and White said "**Move On.**"

Thank you Dr. King for being the drum major who was able and ready to lead our nation to greater heights through love and peace.

Malvin Sylvester 1998

"EXHIBIT B"
**THIRD AMENDMENT TO
TELECOMMUNICATIONS PROJECT CONTRACT
BETWEEN
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA
AND
THE UNDERSIGNED PARTICIPANT**

This Third Amendment to Telecommunications Project Contract, made and entered into as of January 1, 2008, by and between the Municipal Electric Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Authority"), created by the provisions of Ga. L. 1975, p. 107 (codified at O.C.G.A. Section 46-3-100, et seq.), as amended, and the undersigned political subdivision of the State of Georgia, hereinafter sometimes designated as the Participant (hereinafter, the "Third Amendment").

W I T N E S S E T H:

WHEREAS, the Participant and the Authority have heretofore entered into a Telecommunications Project Contract, dated as of May 1, 1996 (the "Telecommunications Contract"), under which the Authority agreed to finance the costs of acquiring and constructing a Telecommunications System on behalf of those Participants executing Telecommunications Contracts, and

WHEREAS, the Participant and the Authority have heretofore entered into a First Amendment to Telecommunications Contract dated as of February 1, 1997 and a Second Amendment to Telecommunications Contract dated as of June 1, 1997, both for the purposes stated in the respective documents; and

WHEREAS, the Authority has determined that it is necessary and desirable, and in the best interest of the Authority and the Participants, that the Contracts be further

amended to permit each Participant to prepay all or any portion of the amounts owed by it in respect of Debt Service attributable to its interest in the Telecommunications Project by either (a) prior to the issuance of a particular Series of Bonds to finance the Cost of Acquisition and Construction, paying to the Authority an amount equal to all or any portion of the Non-Financing Portion of the Cost of Acquisition and Construction (as defined herein) otherwise to be financed that is allocable to it for this purpose, thereby reducing the principal amount of Bonds that the Authority is required to issue, or (b) from time to time while Bonds are outstanding, paying to the Authority an amount, which may be in the form of monies or Defeasance Securities that comply with Section 7.02 of the Bond Resolution, or both, sufficient to provide for the defeasance of Bonds; and

WHEREAS, the Authority has also determined that it would be in the best interest of the Authority and the Participants to delete Article VII of the Telecommunications Contract providing for the establishment of a Telecommunications Committee and other provisions related thereto;

WHEREAS, in order to effectuate such changes, (a) the Authority and each of the Participants have determined to enter into amendments to the Contracts in substantially the form of this Third Amendment, and (b) the Authority has determined to amend and restate the Bond Resolution in the manner set forth in the Second Amended and Restated Telecommunications Project Bond Resolution; and

WHEREAS, Section 6.11 of the Bond Resolution provides that the Authority will not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with any Contract which will reduce the payments required thereunder or which will in any manner impair or adversely affect the rights of the

Authority thereunder or the rights or security of the bondholders under the Bond Resolution; and

WHEREAS, the Authority hereby determines that the written consent of the owners of not less than a majority in aggregate principal amount of the outstanding Bonds is required in order to effect the amendment of the Contracts as aforesaid; and

WHEREAS, in consideration of its issuance of a financial guaranty insurance policy (as more fully defined in the First Supplemental Telecommunications Project Bond Resolution adopted by the Authority on March 20, 2003 (the "First Supplemental Resolution"), the "Bond Insurance Policy") to insure the payment when due of the principal of and interest on the Authority's Variable Rate Telecommunications Project Revenue Bonds, Taxable Series 2003 (the "Series 2003 Bonds") as provided therein, pursuant to Section 10.01 of the First Supplemental Resolution, XL Capital Assurance Inc. ("XLCA") was designated as the Credit Facility Issuer (as defined in the Bond Resolution) for the Series 2003 Bonds; and

WHEREAS, Section 10.02 of the First Supplemental Resolution provides that so long as the Bond Insurance Policy is in full force and effect, and payment on the Bond Insurance Policy is not in default, then, in all such events, XLCA shall be deemed to be the sole holder of the outstanding Series 2003 Bonds when the approval, consent or action of the holders of the Bonds is required or may be exercised under the Bond Resolution; and

WHEREAS, XLCA, in its capacity as Credit Facility Issuer for the Series 2003 Bonds, has agreed to consent to (a) such amendment of the Contracts in the manner provided in this Third Amendment, and (b) such amendment and restatement of the Bond

Resolution in the manner provided in the Second Amended and Restated
Telecommunications Project Bond Resolution; and

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

Section 1. Section 102 of the Contract is hereby amended by adding the
following additional Subsections:

- (m) "Capital Contribution" shall have the meaning set forth in Section 312(a) hereof.
- (n) "Debt Related Costs" shall mean those Annual Telecommunication Project Costs set forth in Clause (A) of Section 304(b)(1) of this Contract.
- (o) "Defeasance Payment" shall have the meaning set forth in Section 312(a) hereof.
- (p) "Financing Costs" shall mean all financing costs related to the Telecommunications Project that the Authority may finance through the issuance of Bonds, including, without limitation, (i) costs of issuance including underwriting fees, bank commitment and letter of credit fees, legal and financial advisory fees and bond insurance and indemnity fees, and any swap premium or swap termination payment; and (ii) interest accruing in whole or in part on Bonds prior to and during construction and for such additional period as the Authority may reasonably determine to be necessary in connection with the placing of

the Telecommunications Project in operation in accordance with the provisions of the Bond Resolution; and (iii) the deposit or deposits from the proceeds of Bonds issued to finance such costs in any fund or account established pursuant to the Bond Resolution to meet Debt Service reserve requirements for Bonds, or replenishment of such funds if drawn down.

(q) “Non-Financing Portion of the Cost of Acquisition and Construction” shall have the meaning set forth in Subsection (a) of Section 5.13 of the Second Amended and Restated Telecommunications Project Bond Resolution.

(r) “Non-Pledged Portion” shall mean, with respect to the Participant, the portion, if any, of each payment by the Participant hereunder in respect of Annual Telecommunications Project Costs that shall not be pledged to secure Bonds pursuant to the Bond Resolution, which portion shall be determined as follows:

(1) The Authority shall first subtract from each payment the amount, if any, billed by the Authority to the Participant for the month to which such payment relates in respect of the Participant’s Obligation Share of Debt Related Costs; and

(2) The balance of such payment remaining after such subtraction shall be multiplied by a fraction (i) the numerator of which is the sum of all Capital Contributions made by the Participant plus the principal amount of all Bonds retired in advance of their scheduled due dates with Defeasance Payments made by the Participant, and (ii) the denominator of which is the sum of all Capital Contributions made by the Participant plus the principal amount of all Bonds issued by the Authority allocable to the Participant other than Bonds refunded through the issuance of other Bonds.

The effect of this provision is that no portion of the Participant's payments hereunder shall be pledged to secure Bonds pursuant to the Bond Resolution upon full payment by the Participant of the Debt Service allocated to it as set forth on, or computed pursuant to the method described in, Attachment A and each Attachment B hereto, including adjustments which the Authority will be required to make to reflect accelerated principal payments by the Participant.

(s) "Obligation Share" shall mean, with respect to a Participant, the percentage for such Participant set forth on Exhibit "A" to the First Amendment to Telecommunications Project Contract dated as of February

1, 1997 representing the percentage of the Annual Telecommunications Project Costs that the Participant is obligated to pay under its Telecommunications Contract, except that, with respect to the portion of the Annual Telecommunications Project Costs comprised of the Authority's Debt Related Costs, Obligation Share shall mean the dollar amounts for each Series of Bonds for which the Participant is obligated pursuant to Section 304(b) and shown in, or computed pursuant to the method described in, Attachment A or Attachment B, as applicable, hereof related to such Series of Bonds.

Section 2. Section 102 of the Contract is hereby further amended by deleting Subsection (e) in its entirety and substituting the following in lieu thereof:

(e) "Bond Resolution" shall mean the Bond Resolution and any Supplemental Bond Resolution adopted by the Authority and accepted by the Trustee thereunder for the benefit of the owners of the Bonds which shall provide for the issuance of such Bonds, as they may be supplemented or amended from time to time, copies of which Bond Resolution and Supplemental Bond Resolutions shall be on file in the records of the Authority and will be made available to any Participant upon request.

Section 3. Article III of the Contract is hereby amended as follows:

(1) By deleting clause (A) of Section 304(b)(1) of the Contract in its entirety and substituting the following in lieu thereof:

(A) amounts (i) which the Authority is required under the Bond Resolution to pay or deposit into any fund or account established by the Bond Resolution for the payment of Debt Service and any reserve requirements for Bonds; and (ii) constituting Financing Costs; and

(2) By deleting Section 306 in its entirety and substituting the following in lieu thereof:

Section 306. Pledge of Payments.

All payments required to be made by the Participant pursuant to this Contract attributable to the Telecommunications Project or to the Annual Telecommunications Project Costs, other than the Non-Pledged Portion thereof, shall be pledged to secure the payment of the Authority's Bonds.

(3) By adding the following additional Section:

Section 312. Participant's Right To Make

Prepayments.

(a) The Participant has the right to prepay all or any portion of the amounts owed by it that otherwise would have come due hereunder in respect of Debt Service by either (a) prior to the issuance of a particular Series of Bonds to finance the Cost of Acquisition and Construction, paying to the Authority an amount (referred to as such Participant's Capital Contribution) equal to all or any portion of the Non-Financing Portion of the Cost of Acquisition and Construction otherwise to be financed that is allocable to it for this purpose in accordance with this Contract, thereby reducing the principal amount of Bonds that the Authority is required to issue, or (b) from time to time while Bonds are Outstanding, paying to the Authority an amount, which may be in the form of monies or Defeasance Securities that comply with Section 7.02 of the Bond Resolution, or both (a Defeasance Payment), sufficient to provide for the defeasance of all or any portion of the Bonds that correspond to the amounts set forth on Attachment A or any

Attachment B hereto as the Participant's Obligation
Share of Debt Related Costs.

(b) If the Participant does not make a Capital
Contribution or Defeasance Payment as described
above with respect to any Series of Bonds, all
amounts paid by the Participant pursuant to this
Contract shall be deposited in the Revenue and
Operating Fund established pursuant to the Bond
Resolution and applied as set forth in Article V of
the Bond Resolution.

(c) In the event the Participant does make a
Capital Contribution or Defeasance Payment as
described above, however, thereafter the Authority
shall divide each payment by such Participant in
respect of Annual Telecommunications Project
Costs into two portions, with one portion (the Non-
Pledged Portion) to be deposited in the Segregated
Revenue and Operating Fund referred to in
Subsection (e) of Section 5.13 of the Bond
Resolution and the balance to be deposited in the
Revenue and Operating Fund.

(4) By adding the following additional Section:

Section 313. Financing Election by the Participant.

(a) The Authority shall provide each Participant with sixty (60) days' notice of the anticipated pricing date of each Series of Bonds. Each Participant shall have the right to instruct the Authority by written notice delivered thirty (30) days prior to the anticipated pricing date as to whether it wishes to make a Capital Contribution for the purpose of prepaying amounts that otherwise would have come due hereunder in respect of Debt Service associated with the proposed Bond Series and, if so, the amount of said Capital Contribution. The Capital Contribution so made prior to issuance of any Series of Bonds may be in any amount up to the portion of the Authority's Cost of Acquisition and Construction to be financed with such Bonds that is allocable to the Participant, which shall be equal to the product of (a) such Cost of Acquisition and Construction to be financed with such Bonds and (b) the Obligation Share of the Participant.

(b) There shall be set forth on the Attachment B hereto for each future Series of

Bonds (i) the portion of the Cost of Acquisition and Construction to be financed with such Bonds that is allocable to the Participant, (ii) the amount of the Capital Contribution, if any, made by the Participant in respect thereof, (iii) the balance of such Cost of Acquisition and Construction allocable to the Participant and the aggregate principal amount of Bonds to be issued to finance such balance and (iv) the amount, or the method of computing the amount, of Debt Service and other Debt Related Costs with respect to such principal amount of Bonds that shall be included in the Annual Telecommunications Project Budget payable by the Participant hereunder.

Provided, however, with respect to the amount of the outstanding Telecommunications Project Revenue Bonds, Taxable Series 2003 (the "Series 2003 Bonds"), the Participant's Obligation Share of Debt Related Costs associated with said Bonds is as stated on Attachment A hereto.

(c) As provided in Section 312(a) hereof, the Participant may at any time make a Defeasance Payment to prepay any portion of its Obligation

Share of Debt Related Costs. In the event that the Participant shall make any such Defeasance Payment, the Attachment A or Attachment B, as applicable, hereto relating to the Bonds of each Series that are defeased with the proceeds of such payment shall be revised to reflect such defeasance. The Participant's Obligation Share of Debt Related Costs shall also be revised if there shall be a refunding or partial refunding of the Series of Bonds.

In the event that the Participant makes a Defeasance Payment which causes the Authority to incur swap termination costs, the amount of the Defeasance Payment must include an amount sufficient to reimburse the Authority for such costs; correspondingly, if the Authority receives a payment from a swap provider as a result of such Defeasance Payment, the corresponding retirement of Bonds and a termination of a swap arrangement, then the amount of such payment received by the Authority will be applied towards retirement of additional Bonds allocable to the Participant.

However, in the event the Authority cannot terminate any outstanding swap arrangements proportional to Defeasance Payments made by the Participant, the Authority is not obligated to accept the Defeasance Payment or to retire any Bonds.

Section 4. Article IV of the Contract is hereby amended in the following respects:

(a) Section 401(c) is deleted in its entirety and the following is substituted in lieu thereof:

(c) Any such additional Bonds shall be secured by assignment of all payments attributable to the Telecommunications Project or to the Annual Telecommunications Project Costs, other than the Non-Pledged Portion thereof, to be made in accordance with or pursuant to the provisions of this Contract, and all other Telecommunications Project Contracts, as such payments may be increased and extended by reason of the issuance of such additional Bonds, and such additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and sufficient

to provide such reserves as may be reasonably determined by the Authority to be desirable. Any such additional Bonds issued in accordance with the provisions of this Section 401 and secured by assignment of payments to be made in accordance with the provisions of this Section, may rank pari passu as to the security afforded by the provisions of this Contract and of all other Telecommunications Project Contracts between the Authority and the Participants relating to the Telecommunications Project and to the issuance of Bonds therefor with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

(b) Section 402 is hereby deleted in its entirety and the following is substituted in lieu thereof:

Section 402. Issuance of Refunding Bonds.

In the event the Annual Telecommunications Project Costs to the Participants may be reduced by the

refunding of any of the Bonds then
outstanding or in the event it shall otherwise
be advantageous, in the opinion of the
Authority, to refund any Bonds, the
Authority may issue and sell refunding
Bonds to be secured by assignment of all
payments attributable to the
Telecommunications Project or to the
Annual Telecommunications Project Costs,
other than the Non-Pledged Portion thereof,
to be made in accordance with or pursuant to
the provisions of this Contract and all other
Telecommunications Project Contracts.
Any such refunding Bonds issued in
accordance with the provisions of this
Section and secured by assignment of such
payments may rank pari passu as to the
security afforded by the provisions of this
Contract and of all other
Telecommunications Project Contracts
between the Authority and the Participants
relating to the Telecommunications Project
and to the issuance of Bonds therefor with

all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

- (c) Section 403 is hereby deleted in its entirety and the following substituted in lieu thereof:

Section 403. Adjustment of Annual Telecommunications Project Costs.

In the event the proceeds derived from the sale of any Bonds, together with amounts received from the Participants as Capital Contributions, exceed the aggregate amount required for purposes for which such Bonds were issued and Capital Contributions were made, the amount of such excess attributable to the issuance of Bonds shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase, redemption or defeasance in such manner as the Authority may determine, Bonds in advance of maturity, and in such event the

Authority will reduce such elements of Annual Telecommunications Project Costs as are necessary and appropriate to reflect such accelerated retirement. Any such reduction in the Annual Telecommunications Project Costs shall be applied to the Participants in the proportion of their respective Obligation Shares for Debt Related Costs. The amount of such excess attributable to Capital Contributions shall be returned to the Participant(s) that made such Capital Contributions, in proportion to the respective amounts of such Capital Contributions.

Section 5. Subsection (b) of Section 602 is hereby deleted in its entirety and the following substituted in lieu thereof:

(b) The Participant acknowledges and agrees that the Authority may assign and pledge to the Trustee designated in the Bond Resolution all its right, title, and interest in and to all payments to be made to the Authority under the provisions of this Contract, other than the Non-Pledged Portion thereof, attributable to the Telecommunications Project or to the Annual Telecommunications Project Costs as security for the payment of the principal (including sinking fund installments) of, and premium, if any,

and interest on all Bonds, and, upon the execution of such assignment and pledge, such Trustee shall have all rights and remedies herein provided to the Authority, and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include such Trustee which shall be a third party beneficiary of the covenants and agreements of the Participant herein contained.

Section 6. Article VII of the Contract is hereby deleted in its entirety.

Section 7. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the Contract.

Section 8. This Third Amendment to Telecommunications Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 9. This Third Amendment to Telecommunications Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

Section 10. This Third Amendment to Telecommunications Contract shall become effective when duly approved and executed and delivered by the Participant and when executed and delivered by the Authority. The Authority will only execute and deliver this Third Amendment to Telecommunications Contract when it has determined that amendments to the Telecommunications Contracts of each of the thirty-one political subdivisions included within the definition of the term "Participant" as it is defined in the Second Amended and Restated Telecommunications Project Bond Resolution in

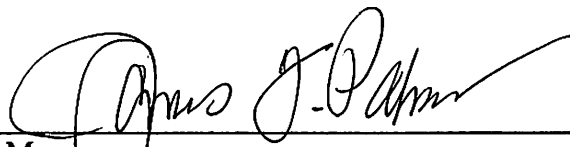
substantially the form of this Third Amendment to Telecommunications Contract have been duly executed and delivered by each of said political subdivisions. Provided, however, that Section 6 of this Third Amendment to Telecommunications Contract shall not be effective until each of the thirty-two Participants in the Telecommunications Project have duly executed and delivered an amendment to their respective Telecommunications Contracts containing language similar to Section 6 hereof and upon execution by the Authority of said amendments.

Section 11. As amended by this Third Amendment to Telecommunications Contract, the Telecommunications Contract is in all respects ratified and reaffirmed in this Third Amendment to Telecommunications Contract and the Telecommunications Contract shall be read, taken and construed as one and the same instrument.

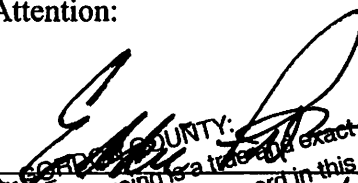
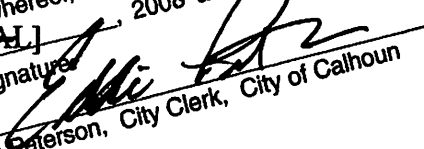
Section 12. Except as otherwise specifically provided herein, all words and phrases defined in Section 102 of the Telecommunications Contract shall have the same meaning in this Third Amendment to Telecommunications Contract, and, by this reference thereto, the same are incorporated herein.

IN WITNESS WHEREOF, the Municipal Electric Authority of Georgia has caused this Third Amendment to Telecommunications Contract to be executed in its corporate name by its duly authorized officer and the Authority has caused its corporate seal to be hereunto impressed and attested; the Participant has caused this Third Amendment to Telecommunications Contract to be executed in its corporate name by its duly authorized officer and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Participant is hereby acknowledged, on the date and year first above written.

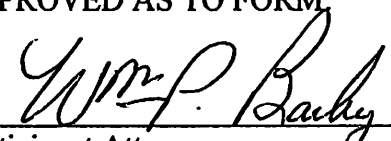
CITY OF CALHOUN

By: 
Mayor

Attention:


GEORGIA, ~~SOPHIA COUNTY~~ COUNTY:
I certify that the foregoing is a true and exact copy of
the original which appears on record in this office.
In witness whereof, I have this day 24 of
JULY, 2008 affixed the city seal
and my signature

Eddie Peterson, City Clerk, City of Calhoun

APPROVED AS TO FORM:


Participant Attorney
Bar No. 032400

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

By: _____
Chairman

Attention:

Secretary-Treasurer

[SEAL]

APPROVED AS TO FORM:

General Counsel

ATTACHMENT A

Telecommunications Project Debt Service
(City of _____)

- (1) Telecommunications Project Series 2003 Bonds
- (2) Total Cost of Acquisition and Construction Financed:
- (3) Participant's Obligation Share _____
- (4) Portion of (2) allocable to Participant
(i.e., (2) above multiplied by (3))
- (5) Participant's Obligation Share of Debt-
Related Costs [include Debt Service table here
and/or set forth method of computing Debt Service
(including, if applicable, any adjustments thereto
necessary to reflect actual amounts payable to or
by the Authority under any swap arrangement relating
to such Bonds)]

ATTACHMENT B

Telecommunications Project Debt Service (City of _____)

[Separate Attachment B to be attached to the Contract for each Series of Bonds]

- (1) Name of Series of Bonds:
- (2) Total Cost of Acquisition and Construction to be financed:
- (3) Participant's Obligation Share _____
- (4) Portion of (2) allocable to Participant (i.e., (2) above multiplied by (3))
- (5) Capital Contribution, if any, made by Participant (any amount up to the amount of (4) above))
- (6) Balance to be financed with Bonds ((4) minus (5))
- (7) Participant's Obligation Share of Debt-Related Costs [include Debt Service table here and/or set forth method of computing Debt Service (including, if applicable, any adjustments thereto necessary to reflect actual amounts payable to or by the Authority under any swap arrangement relating to such Bonds)]

RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE THIRD AMENDMENT TO TELECOMMUNICATIONS PROJECT CONTRACT WITH THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA; AND FOR OTHER PURPOSES

WHEREAS, City of Calhoun (the "Participant") has entered into a Telecommunications Project Contract, dated as of May 1, 1996, with the Municipal Electric Authority of Georgia ("MEAG Power"), as amended by a First Amendment to Telecommunications Contract, dated as of February 1, 1997, and a Second Amendment to Telecommunications Contract, dated as of June 1, 1997 (as amended, the "Telecommunications Contract"); and

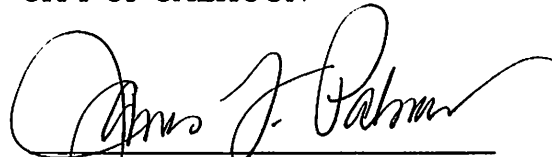
WHEREAS, in order to effect certain changes to the Telecommunications Contract, the Participant has determined to enter into a Third Amendment to the Telecommunications Contract with MEAG Power (the "Third Amendment");

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized and directed to execute and perform, and the Clerk, or any Assistant Clerk, is hereby authorized to attest and deliver the Third Amendment, in substantially the form thereof that has been attached hereto and filed in the Minute Book of the Participant; and

FURTHER RESOLVED that the Participant hereby authorizes the City of Calhoun and the Clerk, or any Assistant Clerk, to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution and the Third Amendment, as amended from time to time.


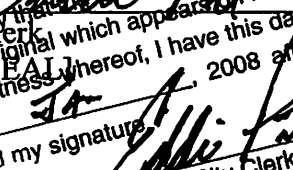
This the 24 day of Jan, 2008.

CITY OF CALHOUN



Mayor

ATTEST:


GEORGIA, GOVERNOR COUNTY:
I certify that the foregoing is a true and exact copy of
the original which appears on record in this office.
In witness whereof, I have this day 24 of
Jan, 2008 affixed the city seal
and my signature

Eddie Peterson, City Clerk, City of Calhoun

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Calhoun (the "Participant"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a Resolution adopted by the Participant at an open public meeting duly and lawfully assembled in accordance with Official Code of Georgia Annotated Section 50-14-1, at which a quorum was present and acting throughout. The original of the Resolution has been duly recorded in the minute book of the Participant, which is in my custody and control.

WITNESS MY HAND this 24 day of Jan, 2008.

(SEAL)

GEORGIA, GORDON COUNTY:
I certify that the foregoing is a true and exact copy of
the original which appears on record in this office.
In witness whereof, I have this day 24 of Jan
and my signature, 2008 affixed the city seal
Eddie Peterson, City Clerk, City of Calhoun

Eddie Peterson
Clerk

"EXHIBIT C"
**Resolution of
The City of Calhoun**

WHEREAS, the City of Calhoun (the "City") is a Beneficiary of the Municipal Competitive Trust (the "Trust") that MEAG Power established as of January 1, 1999; and

WHEREAS, pursuant to the terms of the Trust, the City is allowed to transfer certain funds between accounts and withdraw certain funds from accounts by written direction to MEAG Power and the Trustee; and

WHEREAS, by official action of the City, a City official was delegated authority to make deposits to the Trust and to communicate City decisions with respect to the Trust to MEAG Power and the Trustee; and

WHEREAS, in order to improve the notification process, MEAG Power has requested that all written directions communicating City decisions with respect to the Trust be executed by two independent City officials; and

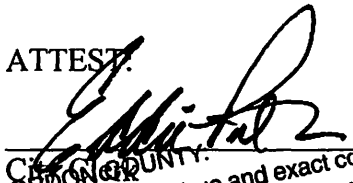
WHEREAS, the City, after due consideration, has determined that such procedural changes are in the best interest of the City.


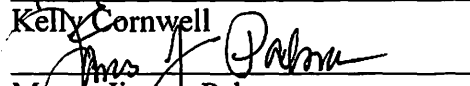
NOW, THEREFORE, BE IT RESOLVED that henceforth Kelly Cornwell and Mayor Jimmy Palmer (together, the "Authorized Officials") are authorized to communicate City decisions with respect to the Trust by jointly executing written directions to MEAG Power and the Trustee; and

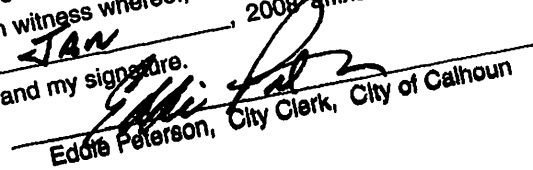
FURTHER RESOLVED that the City hereby authorizes the Authorized Officials to execute, and the City Clerk to attest and deliver, certificates specifying the names, titles, term of office and specimen signatures of the Authorized Officials and other certificates and documents that MEAG Power may require from time to time to effect the purposes of the Trust and this Resolution.

This the 24 day of Jan, 2008.

ATTEST:


Eddie Peterson


Kelly Cornwell

Mayor Jimmy Palmer

GEORGIA, GORDON COUNTY:
I certify that the foregoing is a true and exact copy of
the original which appears on record in this office.
In witness whereof, I have this day 24 of
JAN, 2008, affixed the city seal
and my signature.

Eddie Peterson, City Clerk, City of Calhoun