



STATE OF GEORGIA
COUNTY OF _____

BOND NUMBER _____

AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____
_____ a corporation duly organized under the laws of the State of _____,
and authorized to do business and to enter into this Agreement under the laws of the State of Georgia,
is hereby held and firmly bound unto Cobb Electric Membership Corporation for any and all
indebtedness of _____, wherever
electric service is provided and whenever incurred subsequent to _____, but not to
exceed _____ dollars (\$_____).

This obligation is of a continuing nature and is to be in full force and effect notwithstanding any
legal disability of _____ to incur the
indebtedness or obligation in whole or in part.

The undersigned hereby consents to the following, any of which shall not effect nor charge or
discharge the obligations herein established:

- a) Any extension of the time of payment or the whole or any part of the indebtedness to COBB
EMC.
- b) Any change in the terms of the contract between Cobb Electric Membership Corporation and
_____.
- c) The acceptance by Cobb Electric Membership Corporation of any promissory note or any
security of any kind for said indebtedness, or nay renewal of renewal thereof.
- d) The surrender, release, exchange, or alteration of any collateral or other security held by Cobb
Electric Membership Corporation for the claims hereby guaranteed either in whole or in part.

The undersigned expressly waives the following:

- a) Notice of the acceptance of this Agreement by Cobb Electric Membership Corporation.
- b) Notice of the amount of indebtedness now existing or which any thereafter existing or which
may thereafter exist, from time to time.
- c) Notice of any extension of time for payment of the indebtedness of any part thereof.
- d) Notice of demand for payment, notice of default of nonpayment, presentment, protest, and
notice of protest as to any obligation arising hereunder.
- e) All other notice to which the undersigned might otherwise be entitled in connection with this
Agreement or the indebtedness or obligation hereby guaranteed.

Nothing herein shall be construed to waive the right of Cobb Electric Membership Corporation
to enforce any of the statutory rights granted to it by virtue of S103-210.

The undersigned hereby expressly reserves the right to terminate this Agreement with respect to any further indebtedness incurred by _____ by 90 days written notice to:

Cobb Electric Membership Corporation
Attention:
P.O. Box 369
Marietta, Georgia 30061

If _____ shall well and truly perform and fulfill all its obligations to Cobb Electric Membership Corporation, then the obligation of the undersigned herein set forth shall be void; otherwise, it shall remain in full force and effect.

The consideration for this Agreement is the present forbearance by Cobb Electric Membership Corporation to seek to compel _____ to make a cash deposit as a condition for furnishing electrical service.

This Agreement shall be governed by laws of the State of Georgia.

There are no conditions or limitations to this Agreement except those contained herein at the date hereof, and thereafter no alternation, change, or modification hereof shall be binding or effective unless executed in writing and signed by the undersigned.

IN WITNESS WHEREOF, the undersigned _____ has executed this Agreement and affixed its corporate seal, pursuant to authority of its governing body.

This _____ day of _____, _____.

ATTEST:

Witness

Principal

BY: _____

Witness

Surety

BY: _____

Attorney-in-fact

COBB ELECTRIC MEMBERSHIP CORPORATION
P.O. BOX 369
MARIETTA, GA 30061

Please provide the following information for our records and complete the attached Agreement of Surety form-

Local Insurance Agency (if applicable):

Agency Name: _____
Address: _____
State & Zip: _____
Phone Number: _____
Person to Contact: _____

Claims should be addressed as follows:

Insurance Company _____
Address _____
State & Zip _____
Attention Claims _____

Thank you,
Cobb EMC
Customer Service

