

AGREEMENT OF SURETY

BETWEEN

GEORGIA POWER COMPANY

AND

SURETY

STATE OF GEORGIA

BOND#

COUNTY OF _____

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 Georgia Power Company for any and all indebtedness of _____ (hereinafter referred to as "customer"), 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 customer to incur the indebtedness or obligation in whole or in part.

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

(a)Any extension of the time of payment by Georgia Power Company of the whole or any part of the indebtedness of customer.

(b)Any change in the terms of the contract between Georgia Power Company and customer.

(c)The acceptance by Georgia Power Company of any promissory note or any security of any kind for said indebtedness, or any renewal or renewals thereof.

(d)The surrender, release, exchange or alteration of any collateral or other security held by Georgia Power Company 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 Georgia Power Company.

(b)Notice of the amount of indebtedness now existing or which may hereafter exist, from time to time.

(c)Notice of any extension of time for the payment of the indebtedness or any part thereof.

(d)Notice of demand for payment, notice of default of nonpayment, presentment, protest, and notice of protest as to any obligations arising thereunder.

(e)All other notices to which the undersigned might otherwise be entitled in connection with this Agreement or the indebtedness or obligation hereby guaranteed.

(f)The right, pursuant to Ga. Code Anno. 10-7-24 to give notice to Georgia Power Company at any time after the debt is due instructing said Georgia Power Company to first proceed to collect the debt from the customer.

The undersigned hereby acknowledges that so much of Ga. Code Anno. 10-7-30 as entitles a corporate surety to 60 days upon receipt from Georgia Power Company of notice of the default of customer to commence to remedy the default or otherwise commence performance in accordance therewith is modified such that the undersigned surety shall have 10 days upon notice of the default of customer to commence to remedy the default or otherwise commence performance provided, however, that nothing herein shall be construed to waive the right of Georgia Power Company to enforce any of this statutory rights granted to it by Virtue of 10-7-30. If the undersigned surety refuses to remedy a default by customer within 10 days notice by Georgia Power Company, it shall be liable for all reasonable attorney's fees

incurred by Georgia Power Company, up to 25% of the surety loss, in enforcing its rights under this Agreement.

The undersigned hereby expressly reserves the right to terminate this Agreement with respect to any further indebtedness incurred by customer by 90 days written notice, by certified or registered mail to:

GEORGIA POWER COMPANY
Attn: Georgia Power Company
Active Collections
2500 Patrick Henry Pky
NonCash Securities BIN 80001
McDonough, GA 30253

If the customer shall well and truly perform and fulfill all its obligations to Georgia Power Company, 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 Georgia Power Company to seek to compel the customer 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 thereof, and thereafter no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by the undersigned.

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

This the _____ day of _____, _____.

(Bonding / Insurance Company)

By: _____
(Signature of Authorized Bonding Agent/PoA)

_____, Attorney in Fact
(Title of Authorized Bonding Agent/PoA)

ATTEST: _____
(Witness Signature)

INSTRUCTIONS - AGREEMENT OF SURETY

One security will be accepted on behalf of the commercial accounts for each customer; if later changes are necessary thereto a "Rider" can be accepted.

1. Name of bonding firm or insurance company.
(must be authorized to do business in the state of Georgia)
2. County where service is located.
3. Bond Identification Number.
4. Name of bonding firm or insurance company.
5. State where the bonding firm is incorporated.
6. The principle/applicant name secured must be the same name as the Georgia Power customer account name on behalf of their service(s).
7. Date surety bond is effective.
8. Money amount of bond written out in full.
9. Money amount of bond in numeric digits.
10. Pre-filled (mailing address for Georgia Power Company).
11. Name of bonding firm or insurance company.
12. The day, month and year the surety bond is completed.
13. Name of bonding firm or insurance company.
14. Officer or attorney of bonding firm or insurance company
NOTE: If the agent acting in behalf of the grantor is not a corporate officer of the bonding firm or insurance company, a power of attorney must be attached.
15. The title of the officer or agent of the bonding firm or insurance company.
NOTE: The Corporate seal must be affixed over this area on the original.
16. The witness verifying the signature of the officer or authorized agent.

Please attach or amend to the Surety Bond contact information for the bonding firm such as correspondence address and phone number(s).