

STATE OF NORTH CAROLINA

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 North Carolina, is hereby held and firmly bound unto Brunswick Electric Membership Corporation for any and all indebtedness of _____, wherever electric service is provided and whenever incurred subsequent to _____ but not 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 affect nor change or discharge the obligations herein established:

- (a) Any extension of the time of payment of the whole or any part of the indebtedness to _____.
- (b) Any change in the terms of the contract between Brunswick Electric Membership Corporation and _____.
- (c) The acceptance by Brunswick Electric Membership Corporation of any promissory note of any security of any kind for said indebtedness, or any renewal thereof.
- (d) The surrender, release, exchange or alterations of any collateral or other security held by Brunswick 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 Brunswick Electric Membership Corporation.
- (b) Notice of the amount of indebtedness now existing of which may hereafter exist, from time to time.
- (c) Notice of nay extension of time form 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 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 granted.
- (f) The right to give notice to Brunswick Electric Membership Corporation at any time after the debt is due instructing said Brunswick Electric Membership Corporation to first proceed to collect the debt from _____.

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:

David J Batten, General Manager
Brunswick Electric Membership Corporation
Post Office Box 826
Shallotte, North Carolina 28459

The consideration for this Agreement is the present forbearance by Brunswick 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 North Carolina.

There are no conditions or limitations to this Agreement except those contained herein at the date hereof, and thereafter no alteration, 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 its governing body.

This the _____ day of _____, _____.

Title
Attorney In Fact

ATTEST:
