COLQUITT ELECTRIC MEMBERSHIP CORPORATION

SERVICE RULES AND REGULATIONS

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101 - Application for Membership

Any person, firm, association, corporation, or public body desiring service shall pay a membership fee of five dollars ($5) together with any service security deposit that may be required by the Cooperative. The member shall grant permission for unfettered access and use of a prescribed right-of-way or provide an easement of the same. The member shall agree to purchase from the Cooperative on a monthly basis all electric energy used and to be bound by the Cooperative's Certificate of Incorporation, Bylaws, Service Rules and Regulations, and Rate Schedules established pursuant thereto, and pay the minimum monthly bill or, in the event of a written contract for service, the minimum set forth in said contract. Upon termination of membership, the membership fee will be applied against any unpaid balance owed the Cooperative; and any excess amount will be refunded to the consumer. The member may access the Bylaws and Service Rules and Regulations from the Cooperative's website; or if requested, a copy will be provided for him.

102 - Service Security Deposits

A service security deposit shall be collected in advance of connecting any service with respect to which the Cooperative determines such deposit is needed to assure payment of the power bill. At any time, including after service has been connected, the Cooperative may collect a service security deposit if one has not previously been collected or increase the amount of any previously collected security deposit if the Cooperative determines that such deposit or increased deposit is needed to assure payment of the power bill. If the consumer fails or refuses to post the required security deposit or increase in security deposit, the Cooperative may refuse to connect service or disconnect service if already connected.

In determining the need for service security deposits and in fixing the amounts of such deposits, the Cooperative will give careful regard to the following factors:

1. Type of service involved
2. Risk involved in a new business enterprise

3. The reputation of the involved premises
4. The credit rating of the consumer
5. History of connects, disconnects, and reconnects at the involved premises or for the involved consumer
6. Any other factors having a realistic bearing on the consumer's financial dependability

However, such deposit shall not ordinarily be more than the consumer's estimated power bill for two months' service, except when service is being furnished on the basis of a written contract or when the Cooperative determines that a higher amount is necessary due to some unusual circumstances. An acceptable surety instrument may be furnished in lieu of the service security deposit. In any event, the service security deposit, if required, shall be two hundred dollars ($200) or four hundred dollars ($400) as determined by the credit rating of the consumer. A consumer who does not want to have a credit report used to determine the amount of service security deposit shall pay four hundred dollars ($400) or the consumer's estimated power bill for two months' service, whichever is higher. A deposit shall be refunded without interest:

1. As provided for in a written contract for service.
2. Upon such other conditions as may be established by the Cooperative with respect to service risks of similar character.

In any event, the deposit shall be refunded, without interest, upon termination of the service, less any amounts the consumer may then owe the Cooperative.

200 - GENERAL EXTENSION

201 - Extension Classification - Overhead Extension

Each application for electric service will be classified into one of the following defined classifications, and service will be extended accordingly.

A. Permanent Establishments

1. Residences (Single-phase Service)

This classification includes residences requiring single-phase electric service on a permanent, year-round basis. A mobile home shall be defined as a permanent residence when the property is owned by the occupant and the mobile home installation is approved by the Cooperative. Permanent, single-phase electric service facilities will be extended to such establishments without any requirements of contribution in aid of construction or facilities extension deposit.

A residential consumer shall be defined as a dwelling unit suitable for year-round family occupancy containing full kitchen facilities and shall be occupied by the owner, or shall be the principal place of residence of the occupant, or shall be leased by the occupant for a period of one year or more. Specifically excluded from this category are dwelling units licensed as rooming houses, hotels, motels, nursing homes, or for other commercial uses.

2. Public Buildings, Churches, Commercial and Industrial Establishments, Seasonal, Temporary, Supplementary Loads, and Three-Phase Services

This classification includes permanent commercial or industrial establishments and any other permanent establishments other than residences as described in Section 1 above. Permanent electric service facilities will be extended to each such establishment or member. In those instances where cost to build these facilities exceeds the cost of providing minimum service under the applicable electric service rate, the excess cost will be borne by the member requesting service.

The cost of providing minimum service is defined as the average monthly cost of providing minimum service to members in the same class under the applicable electric service rate, multiplied by 96 months. Costs above this level will be billed to the member as an excess facilities charge. This excess facilities charge may be paid in one lump sum or over a period of up to 96

months. In either case, a contract to cover payment of the excess facilities charge will be required before construction begins.

Excess facilities charges billed to a member will buy no energy and will be in addition to all other charges contained in the applicable rate schedule.

B. Mobile Homes

Mobile homes located in mobile home parks will be extended service on the same basis as provided for in Section 201-A-1. Mobile homes located outside of mobile home parks will be extended single-phase service as provided for in Section 201-A-2.

C. Temporary Service

Temporary service will be furnished for construction or other purposes. Unless the consumer expects to take permanent service from the Cooperative, a non-refundable charge shall be required for the installation of each temporary service. This nonrefundable charge is to be in addition to the membership fee and service security deposit. The minimum nonrefundable charge shall be fifty dollars ($50). Such service must be located within 200 feet of the Cooperative's existing distribution lines. Applications for temporary service of more than 200 feet shall be handled on an individual basis.

The consumer applying for temporary service will be required to supply a suitable pole and meter loop set at the desired location to provide for a minimum of 12 feet of clearance above ground level at any point in the service drop. The consumer will be required to obtain his own inspection clearance for such installations.

D. Seasonal Establishments

Service will be extended to seasonal establishments used on a seasonal basis under the same conditions as provided for in Section 201-A-2.

E. Supplemental Commercial and Farm Establishments (i.e., Chicken Houses, Barns, and Pig Parlors)

Single-phase and three-phase electric service facilities will be extended as provided for in Section 201-A-2.

F. Supplemental Loads

Supplemental loads are loads that do not give the Cooperative reasonable assurance of adequate revenue over a wide range of conditions related to:

1. Amount of new investment in comparison with the consumer's power requirements.
2. Anticipated duration of service, whether permanent, uncertain, or short-term.
3. Consumer's financial responsibility and the risks in his business or occupation.

These supplemental loads which include, but are not limited to, subdivisions and mobile home parks may require a written agreement.

202 - Underground Service Extension

A. Individual Service Requirement

Underground services are subject to special conditions and policies as outlined in Section 201. When underground service is supplied, the Cooperative will designate the point at which Cooperative underground lines will be connected to consumers' facilities. If there is a change in the designated point, there will be a $7.00 per foot charge for any additional distance.

Upon request, the Cooperative will, as nearly as practical, install, own, and maintain underground facilities under the same conditions as it would overhead facilities, provided that the Cooperative obtains a payment in the amount by which the average cost for providing underground service exceeds the average overhead distribution cost, which is standardized on an average cost per foot determined periodically by the Cooperative. In deriving the average cost to provide underground

service, terrain, vegetation, accessibility, proximity of individual services, maintenance, operation, and other pertinent factors will be considered.

To reduce the difference in cost between overhead and underground facilities, the consumer may elect to provide, in accordance with the Cooperative's specifications, any required trenching, backfilling and/or cutting, and replacing of pavement.

Except for bulk primary distribution feeders, the Cooperative will not install overhead distribution facilities or replace underground facilities with overhead facilities in an area served by an underground distribution network system unless sound engineering practices dictate otherwise.

B. Subdivisions and Mobile Home Park Developments

The Cooperative will handle these on an individual basis and may require a written agreement.

203 - Facilities Extension Ownership

Member shall grant permission for unfettered access and use of a prescribed right-of-way or provide an easement of the same. All line extensions, service wire, and connections, no matter who pays or contributes toward paying the cost thereof, are to be made by the Cooperative and remain the property of the Cooperative. The Cooperative shall not be required to serve any member over a line built, owned, operated, and maintained by the member or a third party.

It is understood that all property of the Cooperative placed on, under, or above the member's premises, used in supplying service to him, is placed there under the protection of the member.

It is also understood that the member-owner will grant to the Cooperative before a line extension is built permission or an explicit easement specified as follows: a minimum of thirty feet for overhead lines and a minimum of twenty feet for underground lines for, but not limited to, clearing, maintenance, cutting rights-of-way, making system improvements, and line extensions for other members as well. Additional clearing beyond those dimensions may be required from time to time. The

easements shall remain free of any obstructions, hazards or potential hazards such as, but not limited to, trees, shrubs, structures, and infrastructures above, below, or within the easement. Cooperative employees or contractors working for the Cooperative shall have access to such property at all times. The member shall not commit, cause, or permit any act that will or may result in damage to or loss of such property or in the loss of life or injury to any person, or the loss of or damage to any property, in relation to such property.

300 - SERVICE CONNECTIONS, MEMBER WIRING, AND MEMBER EQUIPMENT

301 - Service Connections

The wiring and electrical equipment in or upon the premises of the consumer to the point of service cut-in must have the approval of the constituted authority of the local government agency or any other constituted authority, if any, and must conform to the requirements of the National Electrical Code, the service regulations of the Cooperative, and any other lawfully applicable standards before it can be connected to the system. A booklet entitled "Residential Wiring Requirements" is available at the headquarters or any district office of the Cooperative.

The location of the service cut-in shall be determined by a representative of the Cooperative and must conform to the Cooperative's service regulations. The consumer shall provide suitable means of supporting service wires to his building which will provide the minimum ground clearance and give adequate clearance over driveways and other obstructions as provided by the National Electrical Code. The Cooperative shall not be required to build, without cost to the applicant, more service line than is necessary to reach the cut-in point as agreed to by the Cooperative.

The Cooperative's responsibility for installation and/or maintenance of facilities shall not extend beyond the point of attachment to the consumer's building, central distribution point, or the meter.

When the consumer's service requirements are of such a nature that a central distribution point be located on a pole, the Cooperative will furnish

and install the central distribution point pole for the attachment of the Cooperative's service facilities; and the consumer may attach his required facilities to the pole.

A consumer may have any number of service connections under one membership. A consumer served by the Cooperative shall be required to pay only one membership fee regardless of the number of meters he has connected. A consumer served by the Cooperative who has a good payment history (i.e., no cutoffs, no returned checks, etc.) shall not be required to pay a service security deposit in the event he rents additional land and requests service at the rented location.

A connect fee of twenty dollars ($20) shall be collected in advance of connecting any service.

A consumer may be required to pay a twenty-dollar ($20) service charge for service connected less than 30 days.

An after hours connect fee of twenty dollars ($20) shall be required for each service requested and connected (not a reconnect as defined in Section 602) during other than regular working hours.

302 - General Wiring Requirements

Each consumer shall cause all premises receiving electric service pursuant to his membership to be wired in accordance with the requirements of the National Electrical Code. Each consumer shall be responsible for and shall indemnify the Cooperative and any other person against injury, loss, or damage resulting from any defect and/or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises.

303 - Member Equipment

A. Electric Motors

The Cooperative should always be consulted on motor installations other than motors used in normal home appliances.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variation of the voltage supplied to the other consumers who receive service from the same circuits or transformer. When necessary, the Cooperative shall limit the amount of starting current which may be drawn by a motor. In general, any motor 50 horsepower and above will need to be soft or reduced-voltage started.

All motors should be provided with devices that will protect the motor against overload and short circuits as defined in the National Electrical Code. All three-phase motors shall have overload devices on each of the three-phase wires to insure proper protection for the motor.

The direction of phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change in phase rotation or phase failure; therefore, motors shall be equipped with suitable protection against such reversal or phase failure.

The Member shall not allow harmonic voltage or distortion (such as that caused by Variable Frequency Drives) to exceed the acceptable levels established in the latest revision of IEEE Standard 519. Where these levels are not met, the Member shall, at the sole Member's expense, correct the problem immediately by use of filters, reactors, or other recommendations of the manufacturer of the harmonic producing equipment. The Cooperative reserves the right to measure the harmonic distortion levels at any time.

B. Electric Generators

Where auxiliary or breakdown service is installed by the consumer to provide emergency power, parallel operation of the consumer's generating equipment with the Cooperative's system will not be allowed. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.

C. Electric Welders and Miscellaneous Devices

Consumers desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other consumers.

The Cooperative must be consulted before the purchase or installation of the equipment.

D. Consumer Responsibility for Protective Devices

All protective devices required by these regulations shall be provided by the consumer and at the consumer's sole expense.

E. Failure Due to Consumer Equipment

Any consumer who reports a power failure at his point of service and whose power failure is found to be caused by either consumer-owned main breakers or main fuses shall pay a fifteen-dollar ($15) after-hours service charge if this problem is found by Cooperative personnel dispatched after hours. The service charge for this work performed by Cooperative personnel during regularly scheduled working hours shall be ten dollars ($10).

304 - Power Factor Corrections

The maintenance of high power factor is of primary importance in the economic operation and maintenance of the distribution system. Underloaded motors contribute largely to the creation of a low power factor unfavorable to both the Cooperative and the consumer.

Where the overall power factor of the consumer's load is less than 85% lagging, the Cooperative may require the consumer to install, at his own expense, equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

305 - Phase Load Balance

When multi-phase service is furnished, the consumer will at all times maintain a reasonable balance of load between the phases.

400 - FILING OF RATE SCHEDULES

A copy of the Cooperative's applicable retail rates shall be on file at the Georgia Public Service Commission and will be provided at either the headquarters or any district office of the Cooperative. A copy of the rates appears in the Consumer Handbook which is given to each new consumer.

500 - METERING

501 - Electric Meters

Member shall grant permission for unfettered access and use of a prescribed right-of-way or provide an easement of the same. The meter base shall be installed on an exterior surface of a structure, between four and five feet above final grade. In the case of a manufactured mobile home, the meter base shall be installed on either a Cooperative owned and installed pole for overhead service installations or a member owned and installed pedestal for underground service installations. In whichever case above, the meter base shall be installed between four and five feet above final grade. In order to fulfill the member's request for service, the member shall agree to a scheduled appointment to meet with a representative of the Cooperative to survey the premises to be served and locate the meter center in the most convenient and satisfactory location consistent with the Cooperative's rules on service connections.

Central meter pole service may be provided upon request where such installation may be necessary to adequately supply power to the served premises. A meter pole shall be provided by the Cooperative in any case where a suitable building for mounting the meter is not available.

The Cooperative will furnish the single-phase and the three-phase meter socket for the installation.

All meter sockets shall be placed and shall have passed an inspection by the authority of that jurisdiction prior to the Cooperative setting the meter for power at the location.

502 - Meter Reading

All meters on the Cooperative's electrical system shall be read by employees of the Cooperative on a monthly basis.

503 - Incorrect Reading of Meter

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and the bills will be recalculated as nearly as possible to reflect the correct usage.

504 - Failure of Meter to Register Correctly

If a meter fails to register correctly, the consumer will be billed on an estimated consumption which will be based on the previous usage of the consumer. Consideration will be given to consumption in immediately preceding months, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts.

505 - Meter Tests

The Cooperative will, upon request, test the accuracy of a consumer's meter upon the consumer's making a deposit of ten dollars ($10) for a single-phase meter or twenty-five dollars ($25) for a three-phase meter. If the meter, upon testing, is found to be more than two percent (plus or minus) in error, the deposit shall be refunded to the consumer, and the consumer's bill will be adjusted for not more than the twelve months immediately preceding the test. If the meter is found to be less than two percent (plus or minus) in error, the deposit will not be refunded.

600 - BILLING

601 - Billing Period and Payment of Bills

All consumers shall be billed monthly.

Bills are due and payable upon receipt of the bill by the consumer. Failure to receive a bill does not relieve the consumer's obligation to pay.

The bills of consumers shall be considered past due if payment is not made by the 15th day after the billing date which appears on the bill. If the total amount is not paid by the 15th day, a five percent late payment charge will be added to the bill. If the total amount is not paid by the 25th day after the billing date, the service will be subject to disconnection without further notice.

Payment of bills may be made in person at any of the Cooperative's offices, by using night depository, mail, phone, credit/debit card, Colquitt EMC's website, or bank draft.

Past due accounts requiring field collection shall obligate the consumer to pay a collection fee of twenty dollars ($20).

When a payment has been returned to the Cooperative marked "insufficient funds," "no account," or has been dishonored for any reason, a handling charge of twenty-five dollars ($25) shall be collected in addition to the amount of the payment and any applicable penalties. If it is necessary to visit a consumer's premises for the purpose of collecting a dishonored payment, a collection fee of twenty dollars ($20) shall be collected in addition to the amount of the payment and the handling charge.

602 - Disconnect for Failure to Pay and Reconnection Fee

All consumers whose service has been disconnected for failure to pay their bills in accordance with the provisions of Section 601 shall be required to pay a thirty-dollar ($30) reconnection fee prior to reconnection. This thirty-dollar ($30) reconnection fee is applicable whether reconnect is made during regular working hours or not.

603 - Other Reasons for Disconnection or Reconnection

Service will be disconnected immediately and without notice for the following reasons:

1. Discovery of meter equipment tampering. Metering equipment includes meter, meter base, and seals
2. Diversion of electric current
3. Use of power for unlawful reasons
4. Discovery of a condition determined by the Cooperative to be hazardous

Electric service will be reconnected in the above cases under the following conditions:

1. Correction of infraction
2. Payment of any unmetered current if applicable
3. Payment of a thirty-dollar ($30) reconnection fee

4. Payment of a $25 fee for unauthorized cutting of the meter seal
5. Payment of a $100 meter tampering fee if applicable
6. Member must agree to comply with reasonable requirements to protect the Cooperative against further infractions

Service may be disconnected for the following reasons:

1. Violation of and/or noncompliance with any applicable state or other local laws, regulations, and codes pertaining to electric service
2. Noncompliance with Bylaws and rules and regulations of the Cooperative

Electric service disconnected for above reasons will be reconnected upon correction of infractions under same conditions as if consumer had requested disconnection.

604 - Extension of Credit

The Cooperative may deviate from its policy on cut-offs for delinquent bills only in accordance with the following standards:

1. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill and that the extension of credit for a fixed time or arrangement for installment payment of the bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill
2. When the consumer involved establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the consumer was not responsible
3. When the bill involved is a final bill covering service to a farm, house, or other residential account and the main building thereof has been destroyed by fire not caused by act of arson on the part of the consumer or his family
4. When to disconnect service might pose immediate danger to the consumer or other persons due to illness or when the household is immediately and directly affected by a death

700 - EASEMENTS, RIGHT OF ACCESS, AND COOPERATIVE PROPERTY

701 - Member to Grant Easements to Cooperative if Required

Member shall grant permission for unfettered access and use of a prescribed right-of-way or provide an easement of the same. Each member-owner of the property and said member of the Cooperative shall adhere to a thirty-foot easement (overhead lines) and a twenty-foot easement (underground lines) for, but not limited to, the placement, maintenance, and cutting of rights-of-way for the Cooperative lines in order to provide electric service for them, the construction of lines in the future for system improvements, and line extensions for other members as well. The dimensions of thirty feet for overhead lines and twenty feet for underground lines are minimum distances and additional right-of-way may be required from time to time to maintain those distances. The easements shall remain free of any obstructions, hazards or potential hazards such as, but not limited to, trees, shrubs, structures, and infrastructures above, below, or within the easement.

702 - Right of Access

Member shall grant permission for unfettered access and use of a prescribed right-of-way or provide an easement of the same. Member agrees to provide the Cooperative an access point at or on their property at least ten feet wide with a minimum overhead clearance of fifteen feet. The access point will need to be readily accessible with minimal effort required for access. Cooperative's identified employees or contractors working for the Cooperative shall have the right of access to member's premises at all times for the purpose of, but not limited to, reading meters, testing, repairing, removing, maintaining, cutting rights-of-way, auditing, inspecting, or anything else that relates to the Cooperative's property in order to provide safe, reliable service to all its members. The member agrees to allow the Cooperative to install a lock on gate(s) with a chain and member lock, by cutting a link out and placing it there acting as the link removed. If the gate only has one place for a lock, then the member agrees to install a combination lock and provide the combination to the

Cooperative. If the gate has an access code or combination lock, then member agrees to furnish the code or combination to the Cooperative.

800 - REMOVAL OF FACILITIES

The Cooperative will remove facilities from a consumer's premises if the facilities serve only the consumer requesting the facilities be removed and if the removal meets good engineering practices as determined by the Cooperative.

The facilities will be removed at no cost to the consumer. In the event the same consumer at a later date wants basically the same facilities reinstated, the consumer shall pay a non-refundable contribution in aid of construction which includes labor for construction, labor for removal, and overhead charges at current prices before such facilities will be reinstated.

900 - GENERAL CONDITIONS FOR MEMBER WITHDRAWAL

A member may voluntarily withdraw in good standing from membership upon compliance with the generally applicable conditions set forth following:

1. Payment of any and all amounts due the Cooperative and cessation of any noncompliance with his membership obligations; all as of the effective date of withdrawal; and either:
    a. Removal to other premises not furnished service by the Cooperative or
    b. Ceasing to use any central station electric service whatsoever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership.
2. Upon such withdrawal, the member shall be entitled to a refund of his membership fee and of any service connection or service security deposit then held by the Cooperative.