

PSC NO: 220 ELECTRICITY  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: APRIL 27, 2009

LEAF: 278  
 REVISION: 0  
 SUPERSEDING REVISION:

## Surety Bond

Bond No. \_\_\_\_\_

WITNESSETH: This Surety Bond given by \_\_\_\_\_

as Principal, and \_\_\_\_\_, as Surety, are jointly and severally bound unto Niagara Mohawk Power Corporation, as Obligor, in the amount of \_\_\_\_\_ Dollars for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the said Principal has requested the Obligor to furnish electric and gas service to the Principal at his present location:

(Indicate Customer Name and Address)

WHEREAS, the said Principal and/or Surety has promised to pay for such electric and gas service provided by the Obligor as bills are rendered, and is in default unless payment is made within twenty (20) days thereafter, without the usually required deposit being made by said Principal.

WHEREAS, the said Obligor has agreed to the foregoing on condition that it be indemnified against any loss or account thereof.

NOW, THEREFORE, the condition of the obligation is such that if the Principal and/or Surety shall pay or cause to be paid unto the Obligor, within twenty (20) days or rendering bills, all amounts that may at any time hereafter be due and owing to the Obligor by the Principal for electric and gas service furnished by the Obligor to the Principal at his present location, then this obligation shall be null and void, otherwise to remain in full force and effect.

This Bond is subject to the following terms, limitations and conditions:

1. The term of this bond shall be indefinite commencing\_\_\_\_\_.
2. The Surety shall have the right to terminate its liability hereunder at any time by giving notice in writing to the Obligor and stating therein the effective date of such termination which date shall not be less than thirty (30) days after receipt of said notice by the Obligor. Such notice shall not limit or terminate this agreement in respect to any indebtedness which arises prior to the effective date of such termination by the Surety. Written notice must be via certified letter, return receipt requested, and mailed to Niagara Mohawk Power Corporation (Local District Office Address); attention - Credit Department.
3. It is understood and agreed between the Principal and the Obligor that upon receipt of Surety's thirty-day written notice of cancellation as provided above, the Obligor may demand a deposit from the Principal in the amount of \_\_\_\_\_ by written notice to Principal at least ten days prior to the termination or expiration of Surety's bond.
4. That no proceeding in law or in equity may be brought under this bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the date of cancellation of this bond.

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this bond this \_\_\_\_ day of \_\_\_\_\_ 19\_\_.

(Seal)

By \_\_\_\_\_

Surety

By \_\_\_\_\_