

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

LEAF: 293  
REVISION: 0  
SUPERSEDING REVISION:

**FORM I**  
**CUSTOMER SERVICE AGREEMENT**  
**FOR SERVICE CLASSIFICATION NO. 12 (Continued)**

**9.     TRANSFERABILITY**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning party, which consent shall not unreasonably be withheld. In no event shall any such assignment entitle the purchaser or its assignee to receive service under this Agreement at any location other than the Premises.

**10.    ENTIRE AGREEMENT**

This Agreement, which consists of this "CUSTOMER SERVICE AGREEMENT FOR SERVICE CLASSIFICATION NO. 12", Attachment A1, "Pricing Parameters for SC-2D SC-3 and SC-4 (Less than 2 MW) Customers", Attachment A2, "Pricing Parameters for SC-3A and SC-4 (Greater than 2MW) Customers", Attachment B, "Calculation of Termination Charge", Attachment C1, "SC-12 Contract Loads for SC-2D, SC-3 and SC-4 (Less than 2MW) Customers" and Attachment C2 "SC-12 Contract Loads for SC-3A and SC-4 (Greater than 2MW) Customers", if any, constitutes and expresses the entire understanding between the Company and the Customer with respect to the subject written hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement, as defined herein, may only be amended by a written instrument signed by the Company and the Customer.

**11.    WAIVER**

No waiver shall be deemed to be made by either party to this Agreement of any of its rights under this Agreement unless such waiver shall be in writing signed by the party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the party bound thereby in any other respect at any other time.

**12.    NOTICES**

Any notice or other communication in connection with this Agreement shall be in writing (or in the form of a telegram) and shall be deemed to have been duly given or mailed when personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, or to such other address as the party to whom the same is intended shall have specified in conformity with the following:

If to the Company,

Manager, Electric Rates, Niagara Mohawk Power Corporation, 300 Erie Blvd. West, Syracuse, New York  
13202

If to the Customer,

\_\_\_\_\_  
**Title, Company Name**

\_\_\_\_\_  
**Address, City, State Zip**

Issued by Thomas B. King, President, Syracuse, NY