

Bond # \_\_\_\_\_

Effective Date of Bond \_\_\_\_\_

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as PRINCIPAL and \_\_\_\_\_, as SURETY acknowledge ourselves as jointly and severally bound unto Consolidated Edison Company of New York, Inc, (Con Edison) in the amount of \_\_\_\_\_ ( \_\_\_\_\_ ) Dollars for the payment of which the PRINCIPAL binds himself, their heirs, executors, administrators, successors, assigns or other legal representatives, and the SURETY binds itself, successor, or other legal representative.

Whereas the PRINCIPAL has entered into a contract with Con Edison to receive from Con Edison utility service at \_\_\_\_\_, Con Edison account # \_\_\_\_\_. The PRINCIPAL agrees to promptly pay the bills in accordance with Con Edison's rules and regulations.

If the PRINCIPAL pays all amounts that may at any time hereafter be due for utility services, including late payment charges, or any other charges associated with the furnishing of utility services, then this obligation shall be void, otherwise it will remain in full force and effect.

This bond shall remain in effect for 3 years. Neither the SURETY nor the PRINCIPAL shall have the right to determine their liability until 3 years from the effective date of the bond.

At the end of the 3 years, SURETY may terminate its liability by giving notice via certified mail, addressed to \_\_\_\_\_, and stating that the effective date of the notice shall not be less than 30 days after the mailing date of the notice. Such notice shall not limit or terminate this agreement with respect to any indebtedness which arises prior to the effective date of such termination by the SURETY.

PRINCIPAL may be required to secure a deposit or deposit alternative at the expiration of this bond if PRINCIPAL has made a late payment within the most recent 36 month period, financial reports indicate the potential for PRINCIPAL to default on future debt, PRINCIPAL has filed for bankruptcy or reorganization, or PRINCIPAL has been rendered a back-bill with the last 12 months for previously unbilled charges for service that came through a tampered equipment.

Notwithstanding the expiration date, if Con Edison receives payment from the PRINCIPAL before the expiration date and within ninety (90) days immediately preceding the filing of a petition under section 547 of the Bankruptcy Code, and Con Edison is ordered to return the payment by the Bankruptcy Judge, this bond shall be reinstated to cover the payment.

In witness thereof, the PRINCIPAL and SURETY have executed and delivered this bond this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
BY \_\_\_\_\_ SURETY  
BY \_\_\_\_\_