

AMOUNT \$ \_\_\_\_\_

BOND NO. \_\_\_\_\_

UTILITY DEPOSIT SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound unto New Mexico Gas Company, Inc., a  
natural gas utility service provider, as Obligee, in the aggregate sum of \$ \_\_\_\_\_  
for the payment of which sum will and truly to be made, we, the Principal and Surety  
bind ourselves, our heirs, personal representatives, successors and assigns, jointly and  
severally by these presents.

WHEREAS, the Principal has requested, and the Obligee has agreed to furnish  
natural gas utility service to the Principal, as owner or occupant of the premises located  
at \_\_\_\_\_  
\_\_\_\_\_, pursuant to the Rates, Rules and Regulations for the Obligee  
promulgated by proper regulatory authority having jurisdiction; and

WHEREAS, the Obligee is willing to accept this Bond in lieu of a cash deposit  
from Principal in order to secure payment for services to be furnished at the premises;

NOW, THEREFORE, Surety holds itself bound as Principal for payment of all  
sums due the Obligee up to the amount set forth above in the event Principal should fail  
to pay Obligee for utility services. The Surety waives all defenses with respect to  
notice of default of payment, notice of extension of time for payment, demand and  
diligence and waives any obligation on part of the Obligee to institute legal action or

proceedings against the Principal. Surety shall not be liable for any sums due and payable prior to the effective date of this Bond.

The term of this Bond shall be indefinite; provided, however, that Surety may, if it so elects, terminate this Bond by mailing Obligee thirty (30) days written notice of its intention to do so, by certified mail, return receipt requested, to the address set forth above, but the Surety shall remain liable for any and all accrued indebtedness of the Principal to the Obligee, up to the amount set forth above, incurred prior to the termination date.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, effective this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

Principal:

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Surety:

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