

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

## SURETY BOND

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ § KNOW ALL MEN BY THESE PRESENTS:  
§

*That* \_\_\_\_\_ *as* Principal, desires to purchase and/or to continue to purchase electric power and/or natural gas ("utilities") from Southwestern "Public Service Company dba XCEL ENERGY INC("Supplier") for Principal's facility/ies located within Supplier's service territory. The obligations of Principal to Supplier and its affiliates for utility service and for any other goods and/or services sold, leased or otherwise provided to Principal by Supplier and/or its affiliates (including but not limited to poles, conduits, wire and other equipment, and related construction, installation, maintenance and repair services) from time to time during the term of this Bond, whether incurred before or after the date hereof, are hereinafter referred to as the "Obligations."

**That** as a condition precedent to the commencement and/or continuation of utility service to Principal, Supplier requires credit support for the Obligations,

*That* \_\_\_\_\_ ("Surety") is willing to provide such credit support for the benefit of Principal, for valuable consideration provided by Principal to Surety.

*Now, Therefore*, in the event of breach by Principal of any of the Obligations, Surety hereby holds itself bound as a principal with respect thereto, subject to the following terms and conditions:

1. This Bond constitutes a guaranty of payment and performance, not of collection, and as such, Supplier shall not be required to institute, pursue or exhaust any remedies against Principal before instituting suit, obtaining judgment and executing thereon against Surety under this Bond.

2. The obligations of Surety hereunder may be terminated by Surety at any time by notice to Supplier of such termination, to be delivered not less than sixty (60) days prior to the effective date of termination. No termination hereof shall affect Surety's liability with respect to Obligations outstanding as of the effective date of termination.

3. Surety hereby grants to Supplier, in Supplier's discretion, and without the need to notify or obtain any consent from Surety, and without termination, impairment or any other effect upon Surety's duties hereunder, the power and authority from time to time

(a) to renew, compromise, extend, accelerate or otherwise change, substitute, supersede or terminate the terms of performance of any of the Obligations;

(b) to grant any indulgences, forbearances and waivers, on one or more occasions, for any length of time, with respect to Principal's performance of any of the Obligations; and

(c) to accept collateral, further guaranties and/or other security for the Obligations and, if so accepted, then to impair, exhaust, exchange, enforce, waive or release any such security.

4. Surety waives notice of default and notice of acceptance hereof. Surety undertakes to keep itself apprised of the financial condition of Principal from time to time,

5. If at any time the performance of any Obligation by Principal or Surety is rescinded or voided under the federal Bankruptcy Code or otherwise, then Surety's duties hereunder shall continue and be deemed to have been automatically reinstated, restored and continued with respect to that Obligation, as though the performance of that Obligation had never occurred, regardless or whether this Bond otherwise had terminated or *would have* been terminated following or as *a* result of that performance.

6. In addition to its obligations set forth *above*, Surety hereby *agrees to pay* to Supplier, upon demand, all attorneys' fees and other collection costs which Supplier expends or incurs in enforcing the Obligations against Principal and/or enforcing this Bond against Surety, whether or not suit is filed, including, without limitation, all reasonable attorneys' fees and other expenses incurred by Supplier in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Principal which in any way affect the exercise by Supplier of its rights and remedies hereunder.

7. Notwithstanding anything herein to the contrary, Surety's maximum liability under this Bond (not including its obligations for collection costs, under §6 above) shall be limited to \_\_\_\_\_ Thousand Dollars and No Cents US\$ \_\_\_\_\_

8. No provision of this Bond or right of Supplier hereunder can be waived, nor can Surety be released from Surety's duties hereunder, except by a writing duly executed by Supplier.

9. Notices related to this Bond shall be given by FedEx or other nationally-recognized overnight courier service, prepaid, to the following addresses (or to such other address(es) as either party may notify the other from time to time):

*a. if to Supplier, to;* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to: [2d person, if desired]

\_\_\_\_\_  
\_\_\_\_\_

b. if to Surety, to:

\_\_\_\_\_  
\_\_\_\_\_

with a copy to' [2d person, if desired]

\_\_\_\_\_  
\_\_\_\_\_

10. This Bond shall bind and inure to the benefit of the successors and assigns of Supplier and Surety.

11. This Bond shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to the principles of conflicts of law thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[print exact name of Surety]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Surety Bond was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, being personally known to me to hold such office, on behalf of said entity.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public