

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 Public Service Company dba Xcel Energy (“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 judgement 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 _____ Dollars and No Cents (US\$ _____ .00).

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: Public Service Company dba Xcel Energy
4701 Parkside Dr.
Amarillo, TX 79109

INTEGRITY SURETY BOND APPLICATION

AGENCY NAME: _____ AGENCY CONTACT _____
 AGENCY PHONE: _____ AGENCY FAX: _____ E-MAIL: _____
 AGENCY ADDRESS: _____
(Street) (City) (State) (Zip)

CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT? _____

NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND? _____

SECTION I: BOND APPLIED FOR:

TYPE OF BOND: _____ EFF.DATE: _____ EXP.DATE: _____
 TYPE OF COMPANY CORP LLC DBA PARTNERSHIP AMOUNT: _____
 OBLIGEE: _____

OBLIGEE ADDRESS: _____
(Street) (City) (State) (Zip)

SECTION II: GENERAL INFORMATION

APPLICANT'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)

BUSINESS NAME: _____

BUSINESS PHONE: _____ BUSINESS FAX: _____ Client E-mail _____

BUSINESS ADDRESS: _____
(Street) (City) (State) (Zip)

DATE BUSINESS BEGAN UNDER CURRENT NAME: _____ BUSINESS TAX ID: _____

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES NO DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES NO

HAS APPLICANT EVER FAILED IN BUSINESS? YES NO HAS APPLICANT EVER FILED BANKRUPTCY? YES NO

IF YES TO ANY, PLEASE EXPLAIN ON A SEPERATE SHEET OF PAPER:

SECTION III: ADDITIONAL OWNERS / PARTNERS

APPLICANT'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)

STATEMENT OF ASSETS & LIABILITIES AS OF _____

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH	\$
NAME OF OWNERS		NAME & TITLE OF OFFICERS	PERCENTAGE OF OWNERSHIP

Completion of this form constitutes permission to obtain consumer information which will be used to determine bonding eligibility This information will be held in the strictest confidence no premium financing will be accepted as premium is earned in full.

Integrity Bonds Inc

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