

**SURETY BOND**

**KNOW ALL MEN BY THESE PRESENTS**

Bond Number \_\_\_\_\_

**THAT WE** \_\_\_\_\_, as Principal, and \_\_\_\_\_, a surety company authorized to do business in the State of New Jersey, as Surety, are held and firmly bound to NEW JERSEY NATURAL GAS COMPANY (hereafter "Obligee"), a corporation organized and existing under the laws of the State of New Jersey, its successors and assigns, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns, are hereby jointly and severally bound.

**WHEREAS**, Obligee requires the Principal to guarantee the payment of obligations incurred under the Marketer and Broker Service Classification of the Obligee's tariff, and Principal may do so by furnishing this surety bond for payment of obligations incurred under the Marketer and Broker Service to be rendered by Obligee.

**NOW THEREFORE**, in the event the Principal shall fail to fully pay Obligee for such services when finally due, the Surety agrees to deliver payment to Obligee within thirty (30) days of receipt of the demand for payment by Obligee.

**PROVIDED FURTHER**, that regardless of the number of years this bond shall continue or be continued in force, or of the number of premiums which shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the surety obligations, in which case the Surety will also be liable for all costs in connection therewith and reasonable attorney's fees, including costs of and fees for appeals, and interest from thirty (30) days after receipt of demand; and

**PROVIDED FURTHER**, that this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail to Obligee, however, the Surety shall remain liable with respect to service(s) furnished to Principal prior to the effective date of the thirty days notice.

NEW JERSEY NATURAL GAS COMPANY 1415 Wyckoff Road, P.O. Box 1464 Wall, New Jersey 07719
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Signed and sealed  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_

Claims and correspondence hereunder should be mailed to the following address (to be filled out by insurance company):

\_\_\_\_\_  
(Customer - corporate and individual name and d/b/a)

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

\_\_\_\_\_  
Title (Corporate officer, partner or general partner of limited partnership)

\_\_\_\_\_  
SURETY UNDER SEAL