

PSC NO: 220 ELECTRICITY  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: JULY 16, 2012

LEAF: 292  
REVISION: 3  
SUPERSEDING REVISION: 2

**FORM I**  
**CUSTOMER SERVICE AGREEMENT**  
**FOR SERVICE CLASSIFICATION NO. 12 (Continued)**

**7. TERMINATION (Continued)**

Notwithstanding the foregoing, Customer further agrees that, in the event it fails to make payment for electric service when due, except for those disputed sums as discussed above, by the due date specified in a written notice of arrears, Company, in addition to any other rights it may have in law or in equity, also has the right to terminate all electric service to Customer in accordance with 16 N.Y.C.R.R. §13.3, other applicable New York laws, and the Tariff.

**8. BILLING PERIOD**

The Billing Period will be set at the discretion of the Company.

**9. TRANSFERABILITY**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning party, which consent shall not unreasonably be withheld. In no event shall any such assignment entitle the purchaser or its assignee to receive service under this Agreement at any location other than the Premises.

**10. ENTIRE AGREEMENT**

This Agreement, which consists of this "Customer Service Agreement for Service Classification No. 12", Attachment A, "Pricing Parameters", as may be amended, constitutes and expresses the entire understanding between the Company and the Customer with respect to the subject written hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement may only be amended by a written instrument signed by the Company and the Customer.

**11. WAIVER**

No waiver shall be deemed to be made by either party to this Agreement or any of its rights under this Agreement unless such waiver shall be in writing signed by the party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the party bound thereby in any other respect at any other time.

Issued by Kenneth D. Daly, President, Syracuse, NY