

PSC NO: 214 ELECTRICITY  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: NOVEMBER 16, 2009

LEAF: 39  
REVISION: 4  
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION NO. 2 (Continued)

The Company shall not, without the previous written consent of the officer, board or agency awarding this contract, assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein or its power to execute such contract to any other person or corporation except that consent is hereby given by the officer, board or agency awarding this contract to the Company to sublet from time to time the installation or maintenance of the facilities required, provided, however, that such consent shall in no way relieve the Company of any of its obligations to Customer under the terms and provisions of this contract.

All previous agreements and contracts between the parties or their predecessors covering all or a portion of the services provided herein shall terminate on the effective date of this application, except that the obligation of Customer to pay for services theretofore rendered under any such prior agreements and contracts shall survive. The effective date of this agreement shall be the date of party signing last in time.

ATTEST:

[NAME OF ENTITY]  
DULY AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
(SIGNATURE)

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

DATE: \_\_\_\_\_

ACCEPTED:  
NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

Issued by Thomas B. King, President, Syracuse, NY