

**BOND**

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

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_,

as Principal, and \_\_\_\_\_,

whose address is \_\_\_\_\_,

organized and existing under the laws of the State of \_\_\_\_\_  
authorized to act as surety in the State of Arizona, as Surety, are held and financially bound unto  
TUCSON ELECTRIC POWER COMPANY (“TEP”), as obligee, in the sum of  
\_\_\_\_\_ DOLLARS ( \_\_\_\_\_ ),  
lawful money of the United States of America, to be paid to TEP, its successors and assigns, for  
which payment, well and truly to be made, we bind ourselves and our successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal and TEP have entered into a “Deferred Subdivision Construction  
Agreement” agreement (“Agreement”) regarding the installation by TEP of certain electric  
distribution facilities (“Facilities”) intended to supply electric service to permanent customers  
who will occupy buildings which are to be constructed on \_\_\_\_\_  
\_\_\_\_\_, Pima County, Arizona;

WHEREAS, said agreement provides that Principal shall make an initial cash deposit to TEP  
equal to TEP’s total installed cost of the Facilities, exclusive of meters and services, prior to the  
installation of said Facilities, and that Principal shall be responsible for paying TEP’s cost of  
ownership charges on all Facilities which are not used to serve permanent customers two years  
after the completion of the installation of said Facilities;

WHEREAS, the Principal desires to postpone making the usual initial cash deposit with TEP for  
said Facilities, accordingly, Principal and TEP have entered into the Agreement which  
acknowledges the obligations of the Parties and permits the Principal to defer until the expiration  
date which is \_\_\_\_\_ (4 years maximum Period of Deferral) the making of the cash  
deposit required under the Agreement plus cost of ownership charges as determined thereunder  
and imposes certain carrying charges which shall be periodically billed.

NOW, THEREFORE, in consideration of the mutual promises contained herein,

- (1) The Surety does hereby guarantee that the Principal will perform and fulfill all of the Principal’s obligations now existing and/or hereafter accruing, under the provisions of said Agreement, including all exhibits and attachments thereto, in the manner and time set forth therein, and TEP is hereby assured by the Surety that, in the event the Principal fails to perform its obligations under the Agreement at any time and in the manner required therein, the Surety, upon the Company’s demand, shall immediately perform Principal’s payment obligations set forth in the Agreement without regard to the cause of the Principal’s failure to perform.

(2) If the Principal shall well and truly perform and fulfill all of the Principal's obligations that are to be performed and fulfilled under the provisions of said Agreement, including all exhibits and attachments thereto, in the manner and time therein set forth, then this obligation shall become void; otherwise it shall remain in full force and effect until at least ninety (90) days beyond the above-stated Period of Deferral.

(3) Any alternations which may be made in the terms of the Agreement or in the work to be done under them or for the performance or fulfillment of the Agreement or any other forbearance on the part of the parties herein named to the other shall not in any way release the Principal and the Surety, or either of them, from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be executed as of the date above first written.

\_\_\_\_\_  
Surety Principal

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

Mailing Address \_\_\_\_\_ Typed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

# 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      | \$ |
|                              |                                     |                                  |    |
| <b>TOTAL ASSETS</b>          | \$                                  | <b>TOTAL LIABILITIES</b>         | \$ |
|                              |                                     | <b>NET WORTH</b>                 | \$ |
| <b>NAME OF OWNERS</b>        | <b>NAME &amp; TITLE OF OFFICERS</b> | <b>PERCENTAGE OF OWNERSHIP</b>   |    |
|                              |                                     |                                  |    |
|                              |                                     |                                  |    |

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**

**E-Mail [info@integritybonds.com](mailto:info@integritybonds.com)**

**Toll Free: (866) 420-2613**

**Local (480) 626-8916**

**Fax: (602) 674-8235**