



BOND

_____ BOND NUMBER _____

KNOW ALL PERSONS BY THESE PRESENTS, that we _____ of _____ as principal, and _____ a bond issuing company whose principal place of business is at _____ a corporation of the State of _____, authorized to do business in the State of New York, as Surety, are held and firmly bound unto New York State Thruway Authority, with its principal office in Albany, New York, hereinafter called the *Obligee*, in the full just sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns jointly and severally, firmly to these presents.

WHEREAS said Principal has entered into a Credit Agreement with the New York State Thruway Authority providing for the establishment of credit in its name and the issue of E-ZPass tags or special hauling permits valid for travel on the New York State Thruway Authority, which said Credit Agreement is hereby incorporated herein and made a part hereof; and

WHEREAS said Principal has requested the extension of credit in accordance with the terms of said Credit Agreement, and the Obligee is willing to extend credit to said Principal as requested, provided a bond with good and sufficient corporate surety, securing the payment for the use of the New York State Thruway Authority, is deposited with said Obligee;

NOW, THEREFORE, the condition of this obligation is such that Surety shall, no more than thirty (30) days following its receipt of a written request from Obligee, pay the Obligee the amount of any outstanding invoice for commercial E-ZPass usage by the Principal on Obligee's roads and highways, unless such invoice has been duly paid by the Principal within thirty (30) days after the date of such invoice, and this Bond securing commercial E-ZPass payment to Obligee on behalf of the Principal shall remain in full force and effect during the period that the Principal utilizes commercial E-ZPass and Obligee's roads and highways.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that, if the Surety shall so elect, this bond may be canceled by said Surety giving sixty (60) days advance in writing by registered mail, addressed to the Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York, 12201-0189, of its intention to terminate and this bond shall be deemed terminated at the expiration of said sixty (60) days, provided, however, that the said Surety shall remain liable for any and all credit covered by this bond and the Credit Agreement between the Principal and the Obligee which may have been extended to the Principal to the date of such termination, and provided further that the said Surety shall remain liable thereafter for the use of the E-ZPass tags and/or special permits issued to the Principal prior to the effective date of said termination.

SIGNED, SEALED AND DELIVERED this ____ day of _____ 20 ____ .

(Individual Principals Sign Here)

IN THE PRESENCE OF:

(Corporate Principal Sign Here)

ATTEST:

Witness Original Signature _____

1 Company Name _____

By 2 Original Signature of Company Officer _____

(Surety Sign Here)

IN THE PRESENCE OF:

Witness Original Signature _____

3 Insurance Co. Name _____

By 4 Attorney-in-Fact Original Signature _____