



BOND NUMBER: _____

Form 05153 (R10-07)

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ (Customer's Name)
of _____ (Customer's Address)
as Principal and _____ (Surety's Name)
of _____ (Surety's Address)

as Surety, are held and firmly bound unto Duke Energy Carolinas, LLC ("Duke Energy"), a limited liability company organized under the laws of the State of North Carolina and qualified to do business in North and South Carolina, as Obligee in the full sum of _____ (\$ _____) Dollars, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS Principal has requested Duke Energy to supply electric service to:

located at _____ ; and

WHEREAS Duke Energy requires the advance payment or Surety Bond for Deposit in the amount of \$ _____ which payment or Surety Bond is provided for according to the corporation's rules and regulations to secure it from the accumulation of unpaid bills for electric services rendered; and

WHEREAS Principal desires to furnish this Surety Bond in lieu of a cash deposit;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly pay all amounts which may be due by Principal to Duke Energy for utility services in Principal's name at any or all premises, then this obligation shall be void; otherwise it shall remain in full force and effect.

The liability of Surety under this Bond shall not be discharged or affected by (i) any waiver, extension or modification of Principal's obligations to Obligee and regardless of whether Principal is proceeded against first or at any other time, or (ii) the failure of Obligee to notify Surety of nonpayment or waiver, extension or modification of Principal's obligations to Obligee.

It is hereby agreed that this obligation is effective beginning _____, for a period of twelve (12) months and that this Bond shall automatically renew for successive twelve month period(s) thereafter; provided, however, this Bond may be cancelled provided Surety gives Principal and Obligee sixty (60) days written notice prior to the expiration of the then current period. Such cancellation notice shall be sent by certified mail to Duke Energy, 9700 David Taylor Drive, Charlotte, NC 28262, Attn: DT01X

In addition to all other amounts payable hereunder, Surety shall reimburse Obligee for all costs and expenses (including attorney's fees) that Obligee incurs in the enforcement of the provisions of this Bond.

Such cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such cancellation.

IN WITNESS WHEREOF, Principal and Surety have signed and sealed this Surety Bond as of the

_____ day of _____, 20_____.

Principal: _____ Surety: _____

Signature: _____ Attorney-In-Fact: _____ (Seal)

Title: _____ Signature _____

ACCEPTED: Duke Energy Carolinas, LLC

Location: _____ Name: _____

Title: _____ Date: _____

ISSUED BY:

Insurance Agency: _____

Address: _____

City: _____ State: _____ Zip: _____