



Effective Date: _____

KNOW ALL PEOPLE BY THESE PRESENTS:

BOND NUMBER _____

THAT WE, _____ as Principal, and _____ in the State of North or South Carolina, as Surety, are held and bound to Duke Energy Progress, LLC its successors and assigns in the amount of _____ dollars (_____) lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns are hereby jointly and severally bound.

WHEREAS, Duke Energy Progress, LLC requires the Principal to guarantee the payment of its signed service agreement, and Principal may do so by furnishing this surety bond for payment of the monthly utility bills to be rendered by Duke Energy Progress, LLC.

NOW THEREFORE, in the event the Principal shall fail to fully pay Duke Energy Progress, LLC for any electric service furnished in the Principal's name at any and all premises, when finally due, the Surety agrees to deliver payment to Duke Energy Progress, LLC within thirty (30) days of receipt of the demand for payment by Duke Energy Progress, LLC.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force, or of the number of premiums which shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the surety obligations, in which case the Surety will also be liable for all costs in connection therewith and reasonable attorney's fees, including costs of and fees for appeals, and interest from thirty (30) days after receipt of demand: and

PROVIDED FURTHER, that this bond may be canceled by the Surety as to subsequent liability by giving ninety (90) days' notice in writing by certified mail to Duke Energy Progress, LLC; however, the Surety shall remain liable with respect to electric service furnished to the Principal prior to the effective date of the ninety day notice. Such cancellation notice shall be sent by certified mail to Duke Energy Progress, LLC, 160 Rush St. Attn: Accounts Receivable Raleigh, NC 27603

Signed and sealed

this _____ day of _____, A.D., _____.

Claims and correspondence hereunder should be mailed to the following address (to be filled out by insurance company):

(Customer – corporate and individual name also d/b/a)

BY

Title (Corporate officer, partner of general partner of LTD)

SURETY UNDER SEAL

BY

Attorney in Fact (attached designation)