

Connecting You at the Speed of Light.™

Operating Policy 2-4a

Commercial Security Deposits

A. A security deposit equal to approximately two times the highest bill must be paid in full within 60 days from the date electric service commences, with a minimum of one third paid in advance. The deposit amount will be calculated based on an electrical load estimation calculated by CDE Lightband. Payment may be made by cash, check or credit card.

In lieu of deposit, CDE Lightband will accept one of the following:

1. An "<u>Irrevocable Letter of Credit</u>" for the amount of deposit. It is the responsibility of the customer to see that the letter is renewed 60 days prior to its expiration.

2. A "<u>Surety Bond</u>" on CDE Lightband's Surety Bond form (or a form providing the same requirements). In the event of cancellation, it will be the responsibility of the customer to provide an alternative method of security deposit 60 days prior to cancellation.

After 12 months of continuous service, a commercial customer may be allowed to add additional service(s) in the same name with no additional deposit, provided a review of the customer's previous 12 months history of all accounts indicates the customer is not a Payment Risk.

B. Upon final termination of service, any retained cash deposit and accrued interest, if applicable, will be applied against unpaid bills of the customer. If any balance remains after such application, said balance shall be refunded to the customer in accordance with CDE Lightband Operating Policy 2-11. Interest shall accrue after 90 days. The annual rate shall be simple interest paid on CDE Lightband's primary bank account and may vary.

C. Any accrued interest will be paid at the time the deposit is refunded or at the time it is applied against a final bill. However, upon demand by the customer, interest which has accrued through the anniversary date of deposit will be paid anytime during the following year. Upon request by the customer, the deposit balance, including interest accrued, may be reviewed.

D. CDE Lightband may require any customer to establish or increase his deposit(s) to two times the highest bill on all accounts if the customer becomes a payment risk, has falsified information on the application for service, or has increased use of service that has caused the deposit to be less than the maximum required.

Definition

Payment Risk - Accounts with less than a *maximum* deposit and two or more payments made after the last day to pay or two returned payments or a combination of one of each or more within the previous 12 months. Accounts with an existing or previous bad debt with CDE Lightband shall also be included.