

## Form of Bond for Pole Attachment Agreements

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, hereinafter referred to as “Principal”, and \_\_\_\_\_ hereinafter referred to as “Surety”, are held and firmly bound unto CenterPoint Energy Houston Electric, LLC, Houston, Texas hereinafter referred to as the “Company”, in the penal sum of \_\_\_\_\_ and No/100th Dollars (\$\_\_\_\_\_), lawful money of the United States of America, to the payment of which well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal executed a pole attachment agreement on the \_\_\_ day of \_\_\_\_, 20 \_\_\_\_, the rights and duties of which shall become fully binding and effective only upon the date of execution by the Company (Company's execution being conditioned upon Principal satisfying certain financial responsibility requirements established by the Company, of which this surety agreement is a part), whereby the Company will permit the Principal to attach its lines to the poles of the Company in a specified territory, which agreement is by reference made a part hereof and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, after execution of the Agreement by Principal and Company, Principal (and its successors and assigns if prior approval of the transfer of the Agreement to the successors and/or assigns is given by the Company) shall in all particulars faithfully and promptly perform, fulfill and keep each and all of the terms, covenants and conditions of the Agreement, including, but not limited to payment of all amounts due to the Company for rentals, fees and work performed and expenses incurred under the terms and conditions of the Agreement, which on the part of said Principal ought to be

performed, fulfilled and kept according to the true meaning and intent of the Agreement, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The initial term of this obligation is one (1) year from and including the date of execution hereof and this obligation shall not be cancelled, altered or modified by Surety during said one-year term or any part thereof after Principal has made attachments under the terms of the Agreement; and this obligation shall be automatically renewed for successive one-year terms without limit unless Surety gives Company, by certified or registered mail, written notice of its intent to cancel, alter or modify this obligation not less than sixty (60) days prior to the end of the initial or any succeeding term of this obligation; provided, in the event Principal makes its first attachment under the terms of the Agreement more than eighteen (18) months after the execution of the obligation, then the initial term of this obligation shall be extended so that it shall not end one (1) year from the date Principal makes such first attachment.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal

(Seal)

By  
President

Surety

(Seal)

By  
Title