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March 24, 2008

Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street  
Columbus, Ohio 43215-3793

RE: Case No. 06-723-EL-ATA

Docketing Division:

Enclosed, pursuant to the above referenced case, are four (4) copies of Section VI, Credit Requirements, effective April 1, 2008.

One copy of the enclosed tariff is to be designated for TRF Docket Number 89-6002-EL-TRF.

Please time-stamp the enclosed extra copies and return for our file. Thank you.

Very truly your,

*Donald L. Storck*  
Donald L. Storck

Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician                      Date Processed - 3-21-08

www.duke-energy.com

## SECTION VI CREDIT REQUIREMENTS

### 6.1. Credit Application

All Certified Suppliers must complete and sign the Company's Certified Supplier Registration Form & Credit Application to be considered for participation in the Company's Customer Choice Program.

### 6.2. Determination of Creditworthiness

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine a Certified Supplier's creditworthiness and, based on that examination, shall determine the amount of unsecured credit, if any, to be granted to the Certified Supplier. These standards will take into consideration the scope of operations of each Certified Supplier and the level of risk to the Company. This determination will be aided by the appropriate data concerning the Certified Supplier, including tangible net worth and load data, or a reasonable estimate thereof, where applicable.

Notwithstanding the foregoing, a Certified Supplier that has, and maintains, investment grade senior unsecured debt ratings from both Standard & Poors and Moody's Investors' Services as defined in the following table shall be presumed to be creditworthy; provided, however, that the Company may limit the amount of unsecured credit to be granted to such Certified Supplier if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk.

Agency	Senior Securities Rating (Bonds)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher

The Certified Supplier will provide the Company with its or its parent's most recent independently-audited financial statements, if applicable, and it or its parent's most recent Form 10-K and Form 10-Q, if applicable.

The Company shall make reasonable alternative credit arrangements with a Certified Supplier that is unable to meet the aforementioned criteria and with those Certified Suppliers whose credit requirements exceed their allowed unsecured credit limit. The Certified Supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a parental guarantee of payment; an irrevocable letter of credit; a cash deposit; or other mutually agreeable security or arrangement. The alternate credit agreements may be provided by a party other than the Certified Supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable letter of credit or cash deposit is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that Certified Supplier, including recognition of that Certified Supplier's performance.

The Company will calculate the amount of the Certified Supplier's collateral requirement by multiplying thirty (30) days of the Company's estimate of the Certified Supplier's summer usage times a price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the "Cinergy Hub," and subtracting therefrom the amount of the Certified Supplier's allowed unsecured credit limit.

If the Certified Supplier has voluntarily entered into an agreement whereby the Company purchases the Certified Supplier's receivables, then the Company will reduce the collateral it requires from the Certified Supplier by an amount equal to thirty (30) days of the Company's estimate of the summer kilowatt-hours used by the Certified Supplier's customers, divided by two (2), multiplied by the Certified Supplier's specific price per kilowatt hour, and multiplied by the difference between one and the portion of one representing the Company's current experience with uncollectible accounts.

Filed pursuant to an Order dated March 19, 2008 in Case No. 06-723-EL-ATA before the Public Utilities Commission of Ohio.

**SECTION VI**  
**CREDIT REQUIREMENTS (Contd.)**

**6.3. Interest on Cash Deposits**

The Company will allow simple interest on cash deposits calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually. In cases of discontinuance or termination of services, cash deposits will be returned with accrued interest upon payment of all Charges, guarantees and with deduction of unpaid accounts.

**6.4. On-going Credit Evaluation**

The Company reserves the right to review each Certified Supplier's creditworthiness at any time. The Certified Supplier must provide current financial and credit information. In addition, the Certified Supplier may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in exposures nearing or exceeding the prescribed credit limits or collateral originally in place. It is also noted that additional collateral may be required due to a degradation of credit rating or repayment ability of a Certified Supplier. Any subsequent review or re-evaluation of a Certified Supplier's creditworthiness may result in the Certified Supplier being required to post collateral not previously requested. The new, additional or change in collateral requirement will be necessary to enhance, restore or maintain the Company's credit protection. In the alternative, the Company may limit a Certified Supplier's level of participation or remove the Certified Supplier from further participation in the Company's Customer Choice Program.

**6.5. Financial Obligation – Dispute Resolution**

If the Certified Supplier disputes the calculation of the amount due as calculated by the Company, the Certified Supplier shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the Certified Supplier, the Certified Supplier shall comply with the Company's request for payment. The Certified Supplier may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus interest calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually to the Certified Supplier by the close of business on the business day following receipt of the Commission's or Staff's determination.