

P.U.C.O. NO. 1

POLE ATTACHMENT TARIFF

EXHIBIT C

BOND OF PERFORMANCE

KNOW ALL MEN BY THESE PRESENT, That we \_\_\_\_\_, as Principal, and \_\_\_\_\_, of \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto THE DAYTON POWER AND LIGHT COMPANY (hereinafter called the Obligee), in the sum of \_\_\_\_\_, for the payment of which sum well and truly to be made, we, and said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

Sealed with our seals, signed and dated this \_\_\_ day of \_\_\_\_\_, 20 \_\_.

THE CONDITION of the above obligation is such that the said Principal has entered into a contract with said Obligee dated \_\_\_\_\_, for the joint use of poles and trenches, in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as it is fully set forth herein;

NOW THEREFORE, if the above bonded Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void, otherwise shall remain in full force and effect.

This obligation may be canceled by the Surety, such cancellation to be effective ninety (90) days from the receipt by the Obligee of certified or registered mail notice of such cancellation.

Attest:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_

---

Filed pursuant to the Order in Case No. 81-1256-EL-AIR of the Public Utilities Commission of Ohio.

Issued: December 22, 1982

Effective: December 29, 1982

Issued by  
ALLEN M. HILL, Treasurer