Telephone Corporation Surety Bond

Bond No. _____

That We, _____(hereinafter called Principal) of

_____ , as principal, and _____

(hereinafter called Surety) of _____ , a corporation duly organized under the laws of California, as surety, are bound to the Public Utilities Commission (hereinafter called Obligee or CPUC), as Obligee, in accordance with the provisions of the CPUC Decision 13-05-035, issued June 3, 2013, in Rulemaking 11-11-006, in the full amount of Twenty-Five Thousand Dollars ($25,000.00) for the payment of which we, the said Principal and the said Surety, bind ourselves , our representatives, successors and assigns, each jointly and severally, firmly and unequivocally, by these presents.

WHEREAS, the Principal is licensed by the Obligee as a Telephone Corporation under the provisions of the California Public Utilities Code and;

WHEREAS, the Principal is required to post a performance bond pursuant to CPUC Decision 13-05-035 for the full and prompt payment of any monetary sanction (i.e. fines, fees, surcharges, taxes, penalties, and restitution) imposed against the Principal, its representatives, successors or assigns, in any CPUC enforcement proceeding brought under the California Public Utilities Code and CPUC Decisions applicable to Telephone Corporations.

NOW, THEREFORE, if the Principal shall fully comply with the requirements of the California Public Utilities Code and CPUC Decisions applicable to Telephone Corporations, the above obligation shall be void; otherwise to be continuous and remain in full force and effect. This bond shall become effective on the _____ day of _____, _____ and shall be continuous. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed twenty five thousand dollars ($25,000.00).

The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the CPUC and the Principal by certified mail, it being understood that the Surety shall not be relieved of the liability that may have accrued under this bond prior to the date of cancellation. The Principal must secure a replacement performance bond before the expiration of cancelled performance bond and provide written notice to the CPUC of proof of the replacement performance bond.

The Principal shall provide written notice to the Surety of any attempt by the Principal to transfer or encumber utility property pursuant to the California Public Utilities Code, Article 6, sections 851, *et. Seq*.

Signed, Sealed and Dated this _____ day of _____, _____.

Principal:_____

By: _____

Title: _____

Surety: _____

By: _____

Title: Attorney in Fact