

Bond # _____

Franchise Faithful Performance Bond

We, _____,
as Principal, and _____, a
corporation existing under the laws of the State of _____, duly authorized to transact
general surety business in the State of California, as Surety, are held and firmly bound unto the City of Los
Angeles, a municipal corporation, hereinafter called City, as Beneficiary, in the sum of
_____ Dollars (\$_____)
for payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally by these presents.

The condition of this bond is such that:

Whereas, the City has or is about to issue a franchise to Principal to install, operate and maintain a
communications facility, a copy of the franchise is attached.

Under the franchise the Principal is required to provide a completion and performance bond on or before
the date that the City Council approves the Ordinance.

The provisions of the franchise require the filing with the City a corporate surety bond in the amount of
_____ Dollars (\$_____)
to guarantee performance by Principal of all the provisions of the franchise and the safeguarding against
damage to public or private property in the construction, operation and maintenance of the communications
facility and the restoration of any damaged property.

NOW, THEREFORE, if the Principal shall for the term of the franchise comply with all the provisions
of the franchise as contained in the Ordinance _____ then this bond shall be void, otherwise it
shall remain in full force and effect.

In addition to any other amounts that may be recoverable under this bond, the City shall recover from
the Principal and Surety, jointly and severally, any and all damages, losses or costs suffered by the City
resulting (i) from the failure of the Principal to satisfactorily complete construction and fully activate the system
throughout the franchise area pursuant to the terms and conditions of the franchise, (ii) from any impermissible
act or omission of the Principal in its performance of the franchise, (iii) from any loss or damage to any

structure of the City during the course of construction of the system, and (iv) from the removal of all or any part of the system from the public ways and streets.

It is understood and agreed that this bond may not be cancelled by the Surety until sixty (60) days after receipt by the City, by registered mail, of written notice of such intent to cancel or not to renew.

If any recovery be had against this bond, the Principal shall within ten (10) days notice by the City restore the bond to the full amount required by the terms of the franchise.

Witness our hand this _____ day of _____ A.D. 20 ____

_____ (Principal)

_____ (Principal)

_____ (Principal)

_____ (Principal)

By _____ (Attorney-in-Fact)

_____ (Surety)

NOTARY ACKNOWLEDGEMENTS ATTACHED