

Bond No.

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we Mobilitie, LLC, a corporation duly organized under the laws of the State of Nevada, as Principal and The Hanover Insurance Company, as Surety, are held and firmly bound unto _____ as Obligee, in the amount of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the above bound Principal contemplates constructing communications facilities in the public right of way within the jurisdiction of said Obligee, and that has been issued a permit by said Obligee for this purpose. The above mentioned permit sets forth the terms and conditions which govern the access and use of the right of way and said permit is hereby specifically referred to and made part of this bond, with like force and effect as if herein at length set forth.

NOW, THEREFORE, if the principal does and shall well and truly observe, perform, fulfill, and keep its obligations as set forth in the above mentioned permit, then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

- 1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at its Home Office located at 440 Lincoln Street, Worcester, MA 01653 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to _____ (Obligee).
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this _____ day of _____, _____.

Mobilitie, LLC
Principal

Witness

The Hanover Insurance Company
Surety

Witness Karen Ritto

Daniel Huckabay, Attorney-in-Fact