

## **GRANTEE'S ACCEPTANCE**

Metricom hereby unconditionally accepts the terms of the attached Franchise Ordinance.

*Grantee:*           **METRICOM, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Kirk Wampler, Director Right of Way

Date: \_\_\_\_\_

**[EXHIBIT A]**

**[LOCATION OF RADIOS]**

**PROPOSED LOCATIONS TO BE PROVIDED  
AFTER REVIEW OF STREET LIGHT MAPS  
AND PRIOR TO DEPLOYMENT**

[EXHIBIT B]

[BOND FORM]

Exhibit \_\_

Bond Number: \_\_\_\_\_

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That METRICOM, INC. as Principal, and \_\_\_\_\_, incorporated under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto \_\_\_\_\_, as Obligee, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_); for the payment thereof, well truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these present.

The condition of the foregoing obligation is such that:

WHEREAS, the above bounden Principal is about to enter into a certain agreement with the Obligee for the following:

\_\_\_\_\_  
the award of which said agreement was made to the Principal by the Obligee, on \_\_\_\_\_.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and provisions of said agreement during the original term thereof, and any extensions thereof which may be granted by the Obligee, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such agreement, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Obligee all outlay and expenses which the Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

PROVIDED, HOWEVER, this bond issued subject to the following express conditions:

1. This bond shall be deemed continuous in form and shall remain in full force and effect until canceled under Section \_\_\_\_\_, after which all liability ceases except as to any liability incurred or accrued prior to the date of such cancellation.
2. The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.

3. The surety reserves the right to withdraw as surety from this bond except as to any liability incurred or accrued, and may do so upon giving the Obligee sixty (60) days written notice.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_  
(Type Company Name)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)