

Exhibit E



NextG Networks

EMPOWERING NEXT GENERATION WIRELESS NETWORKS

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May 21, 2010

VIA USPS PRIORITY MAIL WITH SIGNATURE CONFIRMATION

Hon. Douglas H. French, Mayor
City of Rye
1051 Boston Post Road
Rye, NY 10580

Re: Application for License Agreement between the City of Rye and NextG Networks for Use of the Public Rights-of-Way

Dear Mayor French:

Please accept this letter as the formal application of NextG Networks of NY, Inc. ("NextG"), for a license agreement or other appropriate form of authorization from the City of Rye (the "City") to conduct business as a telecommunications company operating with infrastructure located in the City's public ways. This information is submitted to the City in accordance with Section 253 of the Federal Telecommunications Act of 1996 and the relevant New York statutes governing the use of the public way by telecommunications carriers for the provision of their services.

A. Agreement Form and Purpose

Although an agreement or license is not required for access to the public right-of-way unless such requirement is published in your local laws (see Section I, below), NextG is nonetheless willing to offer an agreement and for this reason, files this letter with you to request a non-exclusive license agreement, franchise, or other appropriate form of authorization from the City in order to install, operate, and maintain fiber optic cable and associated equipment, including optical repeaters and antennas (each equipment location is referred to by the industry as a "node"), on, over and under the public way in the City in connection with the provision of telecommunications provided by NextG as a "carrier's carrier" for its wireless carrier customers. In order to expedite its application and processing, NextG proposes to enter into an agreement with the City substantially in the form attached hereto that includes an offer of annual

compensation to the City in the form of a percentage of NextG's gross revenues and also rent for attachment rights to any municipally-owned infrastructure utilized by NextG.

B. Information about NextG

Information about NextG and its technology and services is contained in a separate document entitled "A Local Official's Guide" enclosed with this letter. Additional information can be supplied to the City upon request.

C. NextG's Business Model

NextG is a facilities-based provider of protocol-agnostic, fiber-based RF transport services. NextG is not a wireless service provider, rather a transport services company, i.e. a "carrier's carrier". NextG's services extend any wireless carrier's RF signal in difficult coverage areas without the need for new cell towers. Although NextG's equipment includes small antennas, we are not considered wireless communication facilities by the New York State Public Service Commission (the "PSC") or the Federal Communications Commission. In the greater New Jersey-New York-Philadelphia market, NextG has successfully deployed more than 2,000 of its nodes, connected by hundreds of miles fiber in many jurisdictions, including: New York City, Philadelphia, Trenton, and nearly 30 additional villages and communities in the greater New York-Philadelphia-New Jersey area and more than 5,000 nationwide.

D. Regulatory Status

NextG has been issued a Certificate of Public Convenience and Necessity ("CPCN") by the PSC. A copy of the CPCN is attached. Our services and equipment are defined and regulated by the PSC as that of a facilities-based provider and reseller of local exchange and interexchange telecommunications services.

E. Proposed Location and Number of Attachments

NextG proposes that its right-of-way use agreement authorize the installation and operation of its equipment and network in, under, and over the public ways of the City on standard-design prefabricated steel poles, wooden distribution poles, newly installed poles and other available structures throughout the City. At this time, NextG has a preliminary map of six (6) locations and we are enclosing it for your review. Since we are still in the design phase, now would be the most appropriate time to engage with NextG on the finalization of the pole and site selection, since it will be difficult to accommodate changes after the initial design is finalized (which will happen in the next couple of months).

F. Use of Poles and Streets; Trenching

In addition to the possible placement of new poles in the right-of-way, NextG's model is, wherever possible, to use existing infrastructure. NextG prefers to attach to third-party utility infrastructure that is owned by Verizon or ConEd. However, NextG can also make its own applications for new utility poles in the public right-of-way, where necessary and on an equal basis with other certificated utility companies regulated by the PSC. Notwithstanding, installation of new poles is not NextG's preference, and we are sensitive to the communities' concerns about minimizing new utility infrastructure in the public ways where none previously existed. Therefore, NextG respectfully requests the City's consideration to avail certain City-owned utility poles, streetlight poles, traffic light poles and/or highway sign supports (collectively "poles") for the placement of telecommunications equipment (including associated cables, brackets and antennas) in accordance with any terms, conditions, and authorized purposes set forth in the proposed right-of-way use agreement. While the design is not yet finalized to the point where NextG can specify the exact City-owned poles that it would like to use, we are interested in working through the details on a framework level so that we can know if the City's infrastructure can be included in the design. Additionally, the entire system will be connected with fiber-optic cables, and to the greatest extent possible, NextG will utilize the existing conduit available for the distribution of fiber optic cable in the City. NextG will use every effort to minimize trenching and boring in the streets of the City by feeding fiber optic cabling directly from existing conduit, where available, to the poles on which optical repeater nodes and related equipment will be attached pursuant to the right-of-way use agreement.

G. Technical Specifications and Drawings

NextG will agree to observe all terms, conditions, limitations and design specifications set forth in the right-of-way use agreement in its installation, deployment and operation of the NextG fiber-fed optical repeater network in the City. Attached to the draft Agreement is an Exhibit A that includes the type of facilities that NextG is proposing. Additional specifications and technical drawings of representative types of equipment can be supplied upon request by the City.

H. Proposed Compensation to City

For use of the public ways and access to utility poles and streetlights (typically owned or controlled either by ConEd or Verizon), NextG proposes a compensation structure under its right-of-way use agreement of five percent (5%) of NextG's gross revenues from services provided in the City. In addition, NextG would compensate the City in the amount of Five Hundred Dollars (\$500.00) per City Owned pole utilized per annum. This is the same rate structure that NextG has offered in several other municipalities.

I. *Alternative if No Agreement is Reached*

NextG hopes to reach a mutually agreeable license with the City for use and occupation of the City's public ways. Our research of the City's code indicates that Chapter 167 of the city Code appears to regulate certificated providers of telecommunications services, such as NextG. Our permit submissions will be in accordance with such Chapter. Under federal law, local jurisdictions may "manage the right-of-way . . . on a competitively neutral and nondiscriminatory basis." 47 U.S.C. 253(c). Federal courts have upheld this statute to mean that a local government cannot impose certain requirements on new entrants (like NextG) without imposing those same requirements on the local incumbent local exchange carrier (the "ILEC"). *TCG New York, Inc. vs. City of White Plains*, 305 F.3d 67 (2nd Cir. 2002). Notwithstanding the state of the law, NextG is making this voluntary application to the City to establish the framework for its deployment, and to discuss the overall proposal in the City now, at a relatively early stage, when the benefits from the opportunity to collaborate can be optimized.

If the City wishes to collaborate with NextG in this effort (e.g., by entering into a form of license or agreement), we respectfully request that you indicate your interest to us within the next thirty (30) days so that we can proceed to negotiate the agreement. If we do not hear from you in that timeframe with an appropriate indication of interest, we will assume that the City does not wish to proceed with an agreement.

Thank you for your consideration and attention to this request. If you have any questions, please do not hesitate to call me at (718) 463-3591. I look forward to setting up a meeting at your convenience to discuss the City's response to this formal letter of application and the next steps required to move NextG's application forward to approval.

Very truly yours,
NEXTG NETWORKS OF NY, INC.


Joshua S. Trauner
Director of Government Relations

cc: Kevin J. Ptunkett, Esq., Corporation Counsel
George Mottarella, P.E., City Engineer

Enclosures:

1. Copy of CPCN from NY State PSC
2. Local Official's Guide

3. Draft Right-of Way Use Agreement
4. Sample overview map of general areas of NextG's proposed installations
5. NextG's introductory Power Point presentation (with sample photographs)
6. Empowering Next Generation Wireless Networks

NextG Networks

Enclosure 1:

Certificate of Public Convenience and Necessity

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

Internet Address: <http://www.dps.state.ny.us>

PUBLIC SERVICE COMMISSION

WILLIAM M. FLYNN
Chairman
THOMAS J. DUNLEAVY
JAMES D. BENNETT
LEONARD A. WEISS
NEAL N. GALVIN



DAWN JABLONSKI
General Counsel

JANET HAND DEIXLER
Secretary

April 4, 2003

Julie Kaminski Corsig
Davis Wright Tremaine LLP
1500 K Street, Suite 450
Washington, D.C. 2005

Re: Case No. 03-C-0027

Dear Ms. Corsig:

The application, by NextG Networks of NY, Inc. on January 7, 2003, for a Certificate of Public Convenience and Necessity to operate in New York State as a facilities-based provider and reseller of telephone service, without authority to provide local exchange service, is hereby approved. This approval is based upon the accuracy of the information provided in the company's application and may be revoked if the application is found to contain false or misleading information, for failure to file or maintain current tariffs, or for violation of Commission rules and regulations.

The company's tariff, P.S.C. No. 1 - Telephone, is also approved.

The company is not authorized to use its own operators to handle 0- (emergency or non-emergency) calls. Such calls must be routed to another telephone company or operator services provider authorized to handle such calls, until such time as an amended Certificate of Public Convenience and Necessity is obtained pursuant to Part 649.6 of the Commission's rules.

The company must obtain any required consents of municipal authorities before commencing construction of telephone lines. It must also comply with applicable federal laws, New York State Public Service Law and related statutes, and the Commission's rules and regulations.

The company is also required to file a Statement of Gross Intrastate Operating Revenues by March 31 each year. It will be notified in writing each year of the required content and format of this report.

Finally, please complete and return the enclosed, two-page questionnaire to Marla Le Boeuf of our staff within 30 days of receipt of this letter. This information will be added to the directory of telephone companies posted at our website, in order to help consumers search for companies available to meet their telecommunications needs. Any updates or changes should be promptly forwarded as well.

If you have any questions, please contact Marla Le Boeuf at (518) 474-1362.

By direction and delegation
of the Commission,



Allan H. Bausback
Director
Office of Communications

cc: Robert Delsman, Esq.
NextG Networks of NY, Inc.
2033 Gateway Place, Suite 500
San Jose, CA 95110-3709

Enclosure

NextG Networks

Enclosure 2:

Local Official's Guide

A Local Official's Guide:

**RESPONDING TO A TELECOMMUNICATIONS APPLICATION
FROM NEXTG NETWORKS
(New York)**

NextG Networks of NY, Inc ("NextG"), has submitted to you an application under the federal Communications Act for access to the public rights of way to construct facilities necessary to provide telecommunications services. In order to assist you in analyzing and responding to NextG's application, NextG sets forth below answers to common questions raised by local officials upon receipt of such an application.

Q. Who is NextG Networks?

A. NextG Networks is a next-generation communications company that provides managed RF transport and backhaul services to wireless communications service providers, including mobile network operators and public WLAN service providers. NextG's innovative and cost-effective RF-over-Fiber ("RFoF") transport solution enables wireless service providers to expand their coverage and/or capacity throughout metropolitan regions and in dense urban and isolated suburban areas. Founded in 2001, NextG Networks is headquartered in San Jose, California, and operates regional subsidiaries throughout the United States.

Q. What is the authority that NextG has from the State of NY?

A. NextG holds a Certificate of Public Convenience and Necessity ("CPCN") from the New York Public Service Commission ("PSC"), granting NextG the authority to deploy its facilities throughout the state "as a facilities-based provider and reseller of telephone service." PSC Case No. 03-C-0027 (April 4, 2003).

Q. What kind of service does NextG provide?

A. NextG provides Telecommunications Services. Specifically, it provides "RF Transport Services" that carry voice and data traffic handed off to it by wireless providers (such as cellular and PCS). It carries that traffic via its fiber optic lines from antennas located on utility and/or street light poles to a central switching-like location, and from there, either back to another antenna or out to the public switched telephone network or Internet. NextG has filed a tariff that has been accepted for filing with the PSC pursuant to Public Service Law, Art 5, § 92; 16 NYCRR Part 720.

Q. What is NextG asking of the Municipality?

A. NextG is applying for the right to construct, operate, manage, and maintain a telecommunications network in the public ways of the Municipality in compliance with the Municipality's ordinances and permitting requirements in order to serve its wireless customers and to improve wireless coverage and capacity in the Municipality. Although most municipalities have many different telecommunications providers in their public ways, many do not have a published requirement for an agreement or franchise to occupy the public way. Nonetheless, as a gesture of good faith, even though your municipality may not have published requirements, NextG has submitted a proposed form of right-of-way use agreement ("RUA") that asks for the following:

- ✦ the right to enter into the public way to provide telecommunications services consistent with NextG's CPCN and tariff on file with the PSC;
- ✦ the right to utilize Municipality-owned streetlight poles and traffic signal poles for an agreed annual fee for the collocation of NextG's facilities (this may avoid the need, in many cases, for NextG to install new utility infrastructure in the right-of-way);
- ✦ if applicable, the right to utilize any available Municipality-owned fiber or conduit for an agreed annual fee for the collocation of NextG's facilities; and

Q. How long do I have to respond to NextG's application?

A. Under federal law, local authorities must act on NextG's application, in writing, expeditiously. Unreasonable delay or a failure to act expeditiously has been held to constitute an unlawful barrier to entry under federal law.

Q. Why not work on the franchise or agreement at the time that the permit applications are ready instead of now?

A. The negotiation of an agreement or franchise can take several months and involves a public process requiring approval by the municipal council or board. Because of the time required for that process, NextG is requesting that the municipality let us know now if it is interested in an agreement so that the permitting process can conform to the terms of the agreement.

Q. What information can I require from NextG?

A. Local authorities may only request information directly related to NextG's physical construction in and occupation of the public rights of way. Local authorities are prohibited from inquiring into the "legal, technical, or financial" qualifications of NextG or other matters unnecessary for the local authority's ability to oversee NextG's construction and manage the public rights of way, since this is preempted by the PSC, which regulates these aspects of NextG's services.

Q. Am I permitted to impose restrictions on NextG's use of the public rights of way?

A. Local authorities are permitted only to "manage" NextG's construction and physical occupation of the public rights of way. This has been held to include matters such as requiring insurance or bonds and imposing standard construction permitting and safety regulations. This authority has also been described as extending to the "time and manner" of construction. The law is clear that no municipality may impose certain requirements on new entrants (like NextG) unless the same requirements for access to the public right-of-way are imposed on all users, including the Incumbent Local Exchange Provider (e.g., Verizon).¹

¹ See *TCG New York, Inc., v. City of White Plains*, 305 F.3d 67 (2nd. Cir., 2002).

Q. Can the Municipality regulate NextG's activities as a telecommunications provider in the public rights-of-way?

A. No. Section 253 of the Communications Act prohibits local authorities from regulating the provision of telecommunications services.

Q. Am I required to treat NextG in the same way as the Municipality treats the incumbent local telephone company?

A. Yes. Local authorities must treat competitive providers, like NextG, in a competitively-neutral and non-discriminatory manner. As a result, local authorities cannot impose on NextG requirements or fees that are not imposed on the incumbent Bell Company.

Q. Who will own the equipment utilized in NextG's network and what impact does that have on NextG's rights?

A. NextG will own or manage the fiber, the optical repeaters, and the antenna by means of which it provides RF Transport Services in all cases. Under New York law, the term "telephone corporation" means "every corporation ... owning, operating or managing any telephone line or part of telephone line used in the conduct of the business of affording telephonic communication for hire..."² "Telephone line" includes all facilities "used, operated or owned by any telephone corporation to facilitate the business of affording telephonic communication..."³ Because under its tariff and agreements NextG will use, operate and manage all equipment incorporated into its network, including the optical repeaters and antennae, those facilities are part of NextG's network and accorded the same rights as the rest of NextG's network facilities. While this may appear to be a new model that NextG is pioneering and with which the Municipality may not be familiar, NextG has deployed more than 6,000 nodes and several thousand miles of fiber nationwide under the process (including more than 1,500 in New York).

Q. Is NextG a wireless provider?

A. No. NextG is not licensed to provide wireless services and does not control any wireless spectrum. NextG is a "carrier's carrier" whose customers are wireless providers. However, as previously described, NextG's services are regulated by the PSC under the terms of its CPCN. In order to promote activities of the type that NextG offers, pursuant to §214 of the Telecommunications Act, the FCC promulgated rules that do not require separate registration for NextG's services.⁴

Q. What facilities does NextG need to install to provide service in our community?

A. NextG provides its service with a combination of fiber optic lines connected to small wireless antennas, optical repeaters, and associated equipment. Thus, it must generally install a certain amount of fiber optic cable, either underground or on existing utility poles. In

² NY Public Service Law, Article 1, § 2 (emphasis added).

³ *Id.* (emphasis added).

⁴ *In re Implementation of Section 402(B)(2)(A) of the Telecommunications Act of 1996 and Petition for Forbearance of the Independent Telephone & Telecommunications Alliance, Report and Order and Second Memorandum Opinion and Order*, CC Dkt. No. 97-11 and AAD File No. 98-43, 14 FCC Rcd 11364 (1999).

addition, it must install small wireless antennas and associated equipment on utility poles and/or streetlight poles, typically located in the public rights of way. When possible and appropriate, NextG may lease capacity on existing fiber optic facilities owned by the Municipality or other providers, thus diminishing the physical impact of NextG's installation.

Q. Will NextG use existing utility poles?

A. NextG will generally seek to collocate its facilities on existing utility or streetlight poles, typically located in the public rights of way. To the extent that it will be using privately-owned utility poles, NextG has entered into (or is in the process of entering into) any necessary pole attachment agreement. New York statutes and regulations adopted by the New York Public Service Commission govern the rates, terms, and conditions that private utility pole owners may impose on NextG's access to such poles. See N.Y. C.L.S. PUB. SER. § 119-a. Additionally, the PSC has promulgated rules that regulate the safety issues associated with such attachments, and NextG will comply with all of the PSC's published rules.⁵

Q. Will NextG need to install any new poles of its own?

A. Generally, no; however, if there is no available infrastructure, or if the Municipality does not wish to allow NextG to attach to its streetlight or traffic poles, NextG may need to install its own utility poles. In such cases, NextG will comply with all lawful local regulations governing such installations.

Q. What are the benefits from NextG's entry into our community?

A. First, NextG's facilities and services are less burdensome or intrusive than traditional cell towers. Where wireless providers have traditionally relied on very large towers or monopoles, NextG's service uses fiber optics and small, unobtrusive antennas located on existing utility and/or streetlight poles.

Second, NextG's service allows the wireless carriers to expand the coverage of wireless services, with less intrusive facilities. Traditional wireless technologies have suffered from "dead spots" and bandwidth capacity limitations. NextG's combination of fiber optics and lower antennas helps wireless providers eliminate dead spots and increase bandwidth needed for emerging and future services.

Third, NextG introduces competition that will help provide more service choices and more competitive prices for consumers.

Fourth, NextG network operations will provide revenue to the Municipality under the proposed agreement.

Q. What are NextG's rights under Federal law?

A. Section 253 of the Communications Act grants NextG the right to provide telecommunications services and prohibits municipalities from imposing requirements that prevent NextG from providing telecommunications services or that "have the effect of prohibiting" NextG from providing telecommunications services. Recent court decisions

⁵ NY Public Service Law, Art. 6, § 119-a, and *Order Adopting Policy Statement on Pole Attachments*, State of New York Public Service Commission Case 03-M-0432 (August 6, 2004).

applying § 253 have held that any municipal requirement that “materially inhibits” NextG’s ability to compete is preempted. This includes imposing on NextG requirements such as fees or franchises that are not imposed on the incumbent telephone company. Ultimately, municipalities may not exercise discretion over whether NextG can access the public rights of way and provide service.

Section 253 reserves for municipalities only the authority to “manage” NextG’s physical occupation of the public rights of way (*i.e.*, construction permitting and safety issues). NextG complies with all applicable and lawful local permitting requirements concerning construction in the public rights of way.

Q. Are harmful radio-frequency emissions an issue with the equipment related to NextG’s service?

A. No. The wireless antennas associated with NextG’s service produce RF radiation at levels well below the FCC’s permitted maximums for general-population, uncontrolled exposures, which are themselves conservatively low. Indeed, the facilities associated with NextG’s services are “categorically excluded” from the FCC’s requirement for routine environmental compliance testing for RF exposure.

NextG Networks

Enclosure 3:

Draft Right of Way Use Agreement (RUA)

City of Rye

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of _____, 2010 (the "Effective Date"), and entered into by and between the CITY OF RYE, a New York municipal corporation (the "City"), and NEXTG NETWORKS OF NY, INC. a Delaware corporation ("NextG").

RECITALS

A. NextG owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the New York State Public Service Commission, a fiber-based telecommunications Network or Networks (as defined below) serving NextG's wireless carrier customers and utilizing microcellular optical repeater Equipment (as defined below) certified by the Federal Communications Commission.

B. For purpose of operating the Network, NextG wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way (as defined below) on facilities owned by the City, as well as on facilities owned by third parties therein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1 DEFINITIONS. The following definitions shall apply generally to the provisions of this Use Agreement:

1.1 City. ("City") shall mean the City of Rye, New York.

1.2 Decorative Streetlight Pole. "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

1.3 Equipment. "Equipment" means the optical repeaters, DWDM and CWDM multiplexers, antennas, fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by NextG hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference.

1.4 Fee. "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

1.5 Gross Revenue. "Gross Revenue" shall mean and include any and all income and other consideration collected, received, or in any manner gained or derived by NextG from or in connection with, the provision of RF telecommunication transport services, either directly by NextG or indirectly through a reseller, if any, to customers of such services wholly consummated within the

*Right-of-Way Use Agreement
NextG Networks of NY, Inc.
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City, including any imputed revenue derived from commercial trades and barter equivalent to the full retail value of goods and services provided by NextG. "Adjusted Gross Revenue" shall include offset for: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government (exclusive of the Municipal Facilities Annual Fee paid to the City provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due NextG or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

1.6 ILEC. "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the City.

1.7 Installation Date. "Installation Date" shall mean the date that the first Equipment is installed by NextG pursuant to this Use Agreement.

1.8 Laws. "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

1.9 Municipal Facilities. "Municipal Facilities" means City-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, or other City-owned structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.10 Network. "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by NextG to serve its wireless carrier customers in the City.

1.11 NextG. "NextG" means NextG Networks of NY, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.

1.12 Public Way. "Public Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

1.13 PSC. "PSC" means the New York State Public Service Commission.

1.14 Services. "Services" means the RF transport and other telecommunications services provided through the Network by NextG to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the PSC.

1.15 Streetlight Pole. "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

2 TERM. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically

for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless NextG notifies the City of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

3 SCOPE OF USE AGREEMENT. Any and all rights expressly granted to NextG under this Use Agreement, which shall be exercised at NextG's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in NextG a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the City except that it is agreed that no zoning or planning board permit, variance, conditional use permit or site plan permit, or the equivalent under the City's ordinances, codes or laws, shall be required for the installation of NextG's Equipment installed in the Public Way and/or on Municipal Facilities, unless such a process has been required for the placement of all communications facilities and equipment in the Public Way by all other telecommunications providers, including but not limited to the ILEC and local cable provider(s).

3.1 Attachment to Municipal Facilities. The City hereby authorizes and permits NextG to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. In addition, subject to the provisions of § 4.5 below, NextG shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Municipal Facilities. A denial of an application for the attachment of Equipment to Municipal Facilities shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of NextG's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A.

3.2 Attachment to Third-Party Property. Subject to obtaining the permission of the owner(s) of the affected property, the City hereby authorizes and permits NextG to enter upon the Public Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures owned by public utility companies or other property owners located within the Public Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, NextG shall furnish to the City evidence that NextG has entered into the appropriate pole-attachment agreement required pursuant to N.Y. C.L.S. Pub. Ser. § 119-a. A denial of an application for the attachment of Equipment to third-party-owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of NextG's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A. Where third-party property is not available for attachment of Equipment, NextG may install its own utility poles in the Public Way, consistent with the requirements that the City imposes on similar installations made by other utilities that use and occupy the Public Way.

3.3 Preference for Municipal Facilities. In any situation where NextG has a choice of attaching its Equipment to either Municipal Facilities or third-party-owned property in the Public Way, NextG agrees to attach to the Municipal Facilities, provided that (i) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (ii) the rental fee and installation

costs associated with such attachment over the length of the term are equal to or less than the fee or cost to NextG of attaching to the alternative third-party-owned property.

3.4 No Interference. NextG in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. The City agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises the City may enter into after the Effective Date with other information or communications providers and carriers.

3.5 Compliance with Laws. NextG shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

4 COMPENSATION; UTILITY CHARGES. NextG shall be solely responsible for the payment of all lawful Fees in connection with NextG's performance under this Use Agreement, including those set forth below.

4.1 Annual Fee. In order to compensate the City for NextG's entry upon and deployment within the Public Way and as compensation for the use of Municipal Facilities, NextG shall pay to the City an annual fee (the "Annual Fee") in the amount of Five Hundred Dollars (\$500.00) for the use of each Municipal Facility, if any, upon which a Equipment has been installed pursuant to this Use Agreement. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Equipment installed on Municipal Facilities during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate, and shall be due and payable not later than forty-five (45) days after each anniversary of the Installation Date. The City represents and covenants that the City owns all Municipal Facilities for the use of which it is collecting from NextG the Annual Fee pursuant to this § 4.1.

4.1.1 CPI Adjustment. Effective commencing on the fifth (5th) anniversary of the Installation Date and continuing on each fifth (5th) anniversary thereafter during the term, the Annual Fee with respect to the ensuing five-year period shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100) which occurred during the previous five-year period for the New York-Northern New Jersey-Long Island, NY-NJ-PA Metropolitan Statistical Area (MSA).

4.2 Right-of-Way Use Fee. In order to compensate the City for NextG's entry upon and deployment of Equipment within the Public Way, NextG shall pay to the City, on an annual basis, an amount equal to five percent (5%) of Adjusted Gross Revenues (the "Right-of-Way Fee") payable within thirty (30) days of the Effective Date and on each anniversary thereafter. The Right-of-Way Fee shall be payable for the period commencing with the Effective Date and ending on the date of termination of this Use Agreement. NextG shall make any payment of the Right-of-Way Fee that may be due and owing within forty-five (45) days after the first anniversary of the Effective Date and within the same period after each subsequent anniversary of the Effective Date. Within forty-five (45) days after the termination of this Use Agreement, the Right-of-Way Fee shall be paid for the period elapsing since the end of the last calendar year for which the Right-of-Way Fee has been paid. NextG shall furnish to the City with each payment of the Right-of-Way Fee a statement, executed by an authorized officer of NextG or his or her designee, showing the amount of Adjusted Gross Revenues for the

period covered by the payment. If NextG discovers any error in the amount of compensation due, the City shall be paid within thirty (30) days of discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be refunded or offset against the next payment due. Acceptance by the City of any payment of the Right-of-Way Fee shall not be deemed to be a waiver by the City of any breach of this Use Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

4.3 Accounting Matters. NextG shall keep accurate books of account at its principal office in San Jose, CA or such other location of its choosing for the purpose of determining the amounts due to the City under §§ 4.1 and 4.2 above. The City may inspect NextG's books of account relative to the City at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. The City agrees to hold in confidence any non-public information it learns from NextG to the fullest extent permitted by Law.

4.4 Most-Favored Municipality. Should NextG after the parties' execution and delivery of this Agreement enter into an attachment or franchise agreement with another municipality of the same size or smaller than the City in the same County (excluding New York City), which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Agreement, the City shall have the right to require that NextG modify this Use Agreement to incorporate the same or substantially similar superior benefits and such other terms and burdens by substitution, *mutatis mutandis*, of such other agreement or otherwise.

4.5 Electricity Charges. NextG shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment' usage of electricity and applicable tariffs.

5 CONSTRUCTION. NextG shall comply with all applicable federal, State, and City codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of NextG's Equipment installed in the Public Way and on Municipal Facilities in the City. NextG shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior approval of the City for each location.

5.1 Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Way shall require any permits, NextG shall, if required under applicable City ordinances, apply for the appropriate permits and pay any standard and customary permit fees, so long as the permit fees and process that the City requests of NextG are functionally equivalent to the fees and the process that are applied to the ILEC and/or the cable provider(s). In the case of Third Party attachments (to existing utility infrastructure), NextG agrees to provide the City with a list of proposed attachments in advance of its deployment to the City and, the City agrees to use reasonable efforts to review and approve NextG's list of proposed attachments to Third Party utility infrastructure within thirty (30) days of submission, and if no comment is received within thirty (30) days, the application will be presumed to be acceptable and no further action will be required prior to NextG's installation.

5.2 Location of Equipment. The proposed locations of NextG's planned initial installation of Equipment shall be provided to the City promptly after NextG's review of available street light maps (if applicable) and prior to deployment of the Equipment. Upon the completion of installation,

NextG promptly shall furnish to the City a pole list showing the exact location of the Equipment in the Public Way.

5.3 Relocation and Displacement of Equipment. NextG understands and acknowledges that the City may require NextG to relocate one or more of its Equipment installations. NextG shall at City's direction relocate such Equipment at NextG's sole cost and expense, whenever the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of City-owned light poles, traffic signals, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, the City shall use its best efforts to afford NextG a reasonably equivalent alternate location. If NextG shall fail to relocate any Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, the City shall be entitled to relocate the Equipment at NextG's sole cost and expense, without further notice to NextG. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform NextG of the displacement or removal of any pole on which any Equipment is located.

5.4 Relocations at NextG's Request. In the event NextG desires to relocate any Equipment from one Municipal Facility to another, NextG shall so advise the City. The City will use its best efforts to accommodate NextG by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

5.5 Damage to Public Way. Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Way to be damaged, NextG, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If NextG does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to NextG, to perform or cause to be performed such reasonable and necessary work on behalf of NextG and to charge NextG for the proposed costs to be incurred or the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, NextG shall promptly reimburse the City for such costs.

6 INDEMNIFICATION AND WAIVER. NextG agrees to indemnify, defend, protect, and hold harmless the City, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from NextG's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its council or board members, officers, elected trustees, employees, agents, or contractors.

6.1 Waiver of Claims. NextG waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

6.2 Limitation of City's Liability. The City shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of the City, its employees, agents, or contractors and shall in no event be liable to indirect or consequential damages.

7 INSURANCE. NextG shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance protecting NextG in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the City, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of NextG's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. NextG shall be responsible for notifying the City of such change or cancellation.

7.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, NextG shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that the City shall receive thirty (30) days' prior notice of cancellation;
- (c) that NextG's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (d) that NextG's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in § 8 below.

7.2 Workers' Compensation Insurance. NextG shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the City with a certificate showing proof of such coverage.

7.3 Insurer Criteria. Any insurance provider of NextG shall be admitted and authorized to do business in the State of New York and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

7.4 Severability of Interest. Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

8 NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

if to the City:

CITY OF RYE
Attn: Mayor
Rye City Hall
1051 Boston Post Road
Rye, New York 10580

if to NextG:

NEXTG NETWORKS OF NY, INC.
Attn: Contracts Administration
2216 O'Toole Ave
San Jose, CA 95131

8.1 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9 TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

10 ASSIGNMENT. This Use Agreement shall not be assigned by NextG without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of NextG to a parent, subsidiary, or other affiliate of NextG or to any successor in interest or entity acquiring fifty-one percent (51%) or more of NextG's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that NextG reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of NextG immediately prior to the transfer; (ii) any such transferee assumes all of NextG's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with NextG's management team, in the provision of telecommunications or similar services, evidences an ability to operate the NextG Network. NextG shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why NextG believes the Exempted Transfer Criteria have been satisfied. The City Council of City shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that NextG gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence

*Right-of-Way Use Agreement
NextG Networks of NY, Inc.
page 8 of 11*

contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from NextG any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives NextG notice in writing of the additional information the City requires within fifteen (15) days after the City's receipt of the original Exempted Transfer Notice. If the Council of the City fails to act upon NextG's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City Council that NextG has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

11 MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

11.1 Environmental Review. NextG's facilities are "unlisted" but functionally equivalent to Type II actions under 6 N.Y.C.R.R. 617.5(c)(11). NextG agrees to comply with any rules pertaining to State Environmental Quality Review and to submit any required environmental forms for the City's review and approval, so long as the review that the City requires is the same that the City requires of all other telecommunications providers, including but not limited to the ILEC and the cable provider(s), for their installation of any facilities or equipment in the Public Way.

11.2 Nonexclusive Use. NextG understands that this Use Agreement does not provide NextG with exclusive use of the Public Way or any Municipal Facility and that the City shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Municipal Facilities. The City agrees promptly to notify NextG of the receipt of a proposal for the installation of communications equipment or devices in the Public Way or on Municipal Facilities. In addition, the City agrees to advise other providers of communications services of the presence or planned deployment of the Equipment in the Public Way and/or on Municipal Facilities.

11.3 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

11.4 Severability of Provisions. If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

11.5 Contacting NextG. NextG shall be available to the staff employees of any City department having jurisdiction over NextG's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The City may contact by telephone the network control center operator at telephone number 1-866-44-NEXTG (446-3984) regarding such problems or complaints.

11.6 Governing Law; Jurisdiction. This Use Agreement shall be governed and construed by and in accordance with the laws of the State of New York, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such

action shall be vested exclusively in the state courts of New York, in the County where the City is incorporated or in the United States District Court for the Eastern District of New York.

11.7 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

11.8 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

11.9 Amendment of Use Agreement. This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

11.10 Entire Agreement. This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

City: CITY OF RYE, a New York municipal corporation

By: _____

[name typed]

Its: _____

Date: _____, 2010

NextG: NEXTG NETWORKS OF NY, INC., a Delaware Corporation

By: _____

[name typed]

Its: _____

Date: _____, 2010

I HEREBY APPROVE the form and legality of the foregoing Use Agreement this _____, day of _____, 2010.

_____, Corporation Counsel

By _____

_____, Deputy City Attorney

Exhibits:

Exhibit A -- Equipment

Exhibit A

Westchester, NY
Rev 01-19-2010

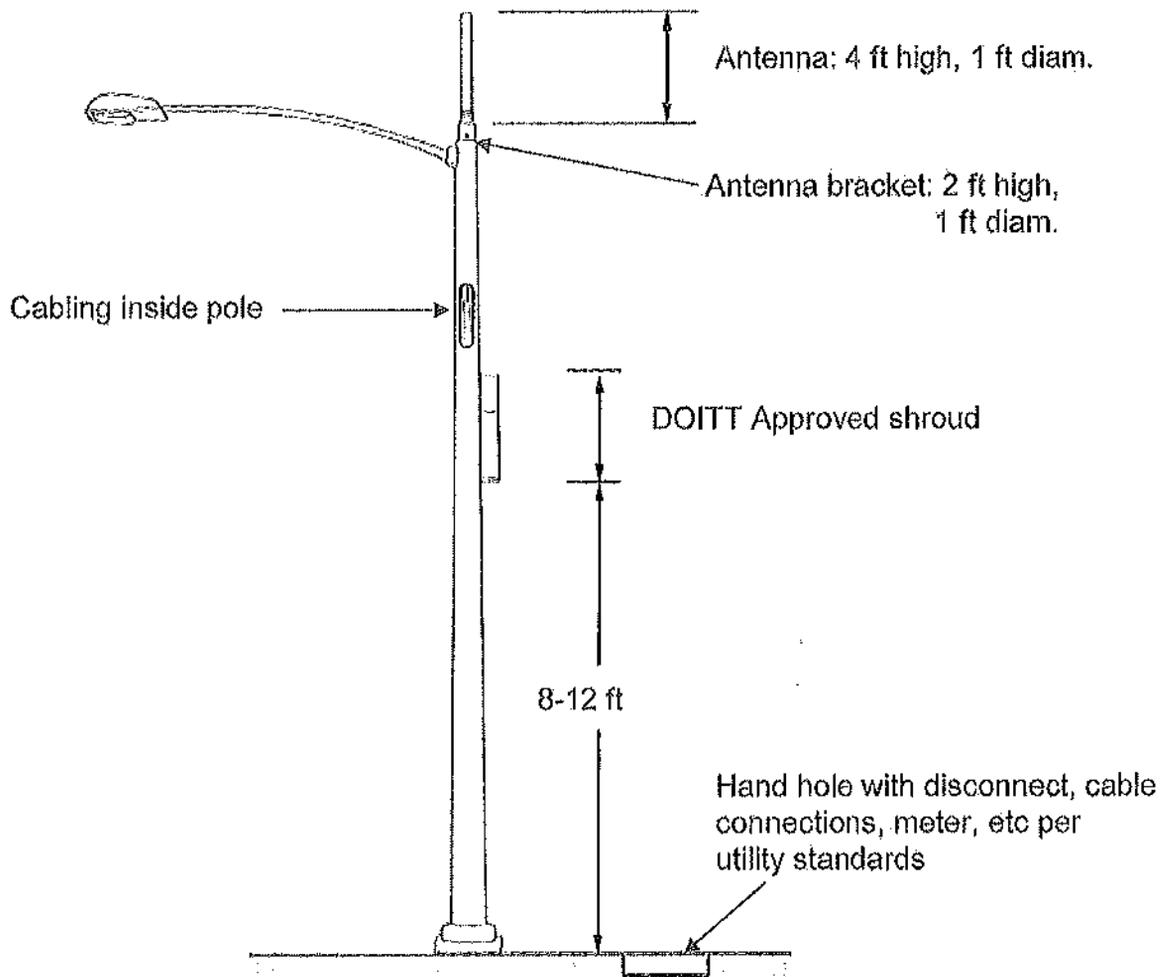


Company Proprietary

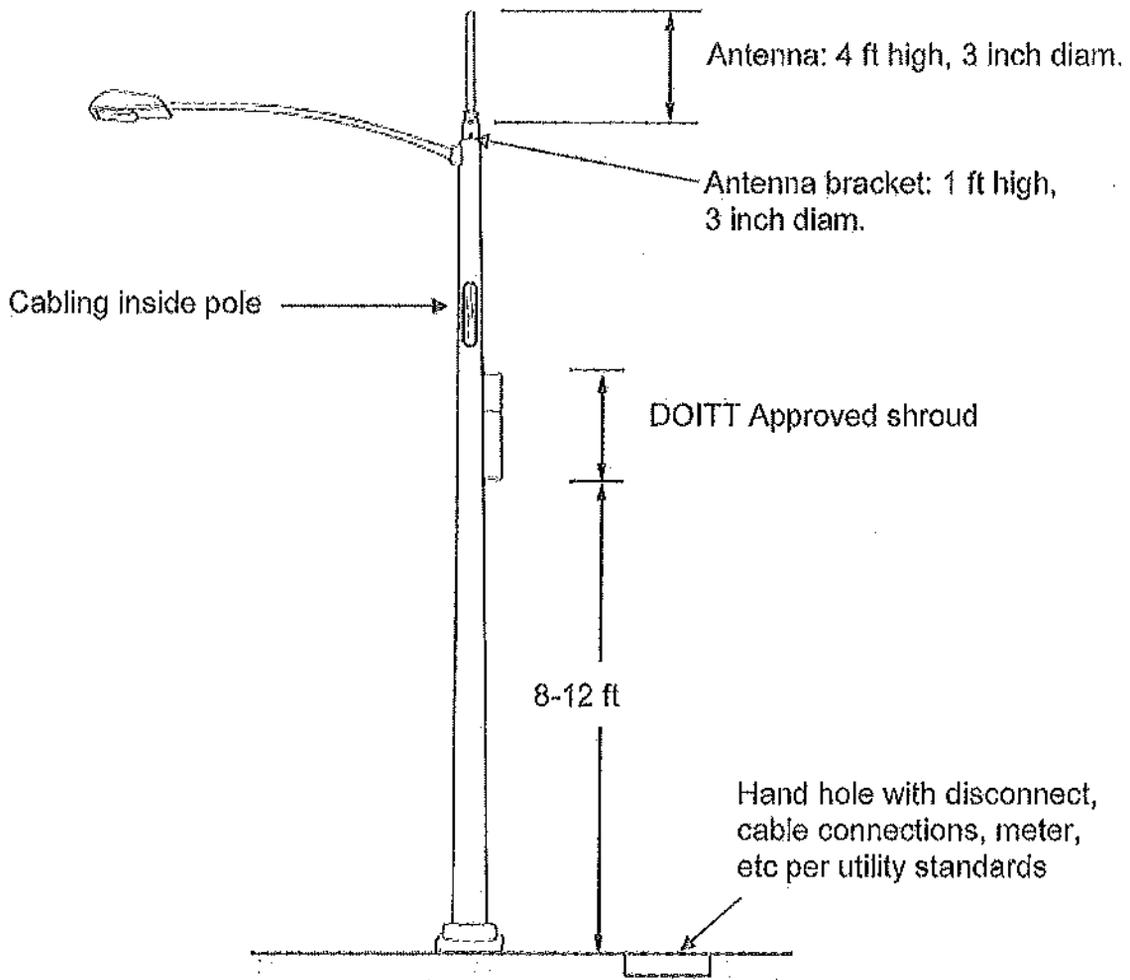
Page 1, January 20, 2010

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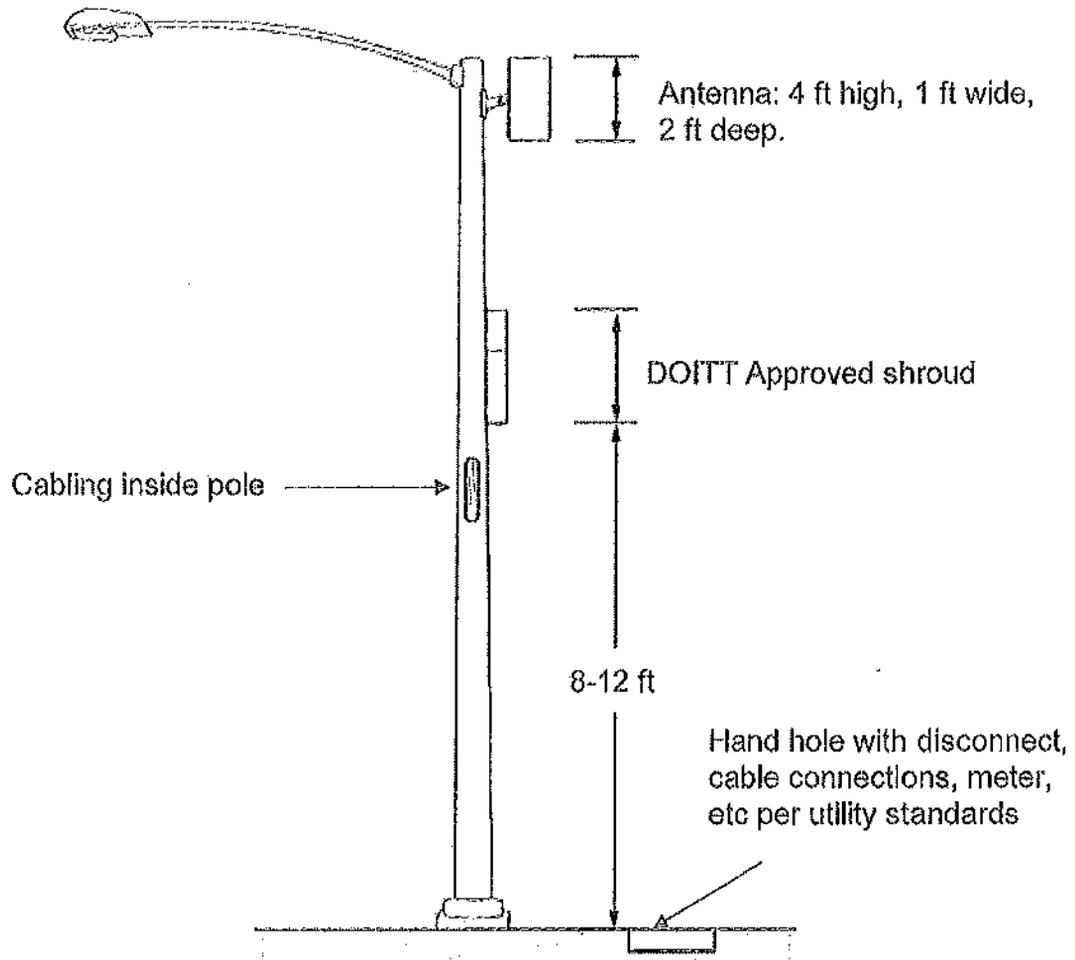
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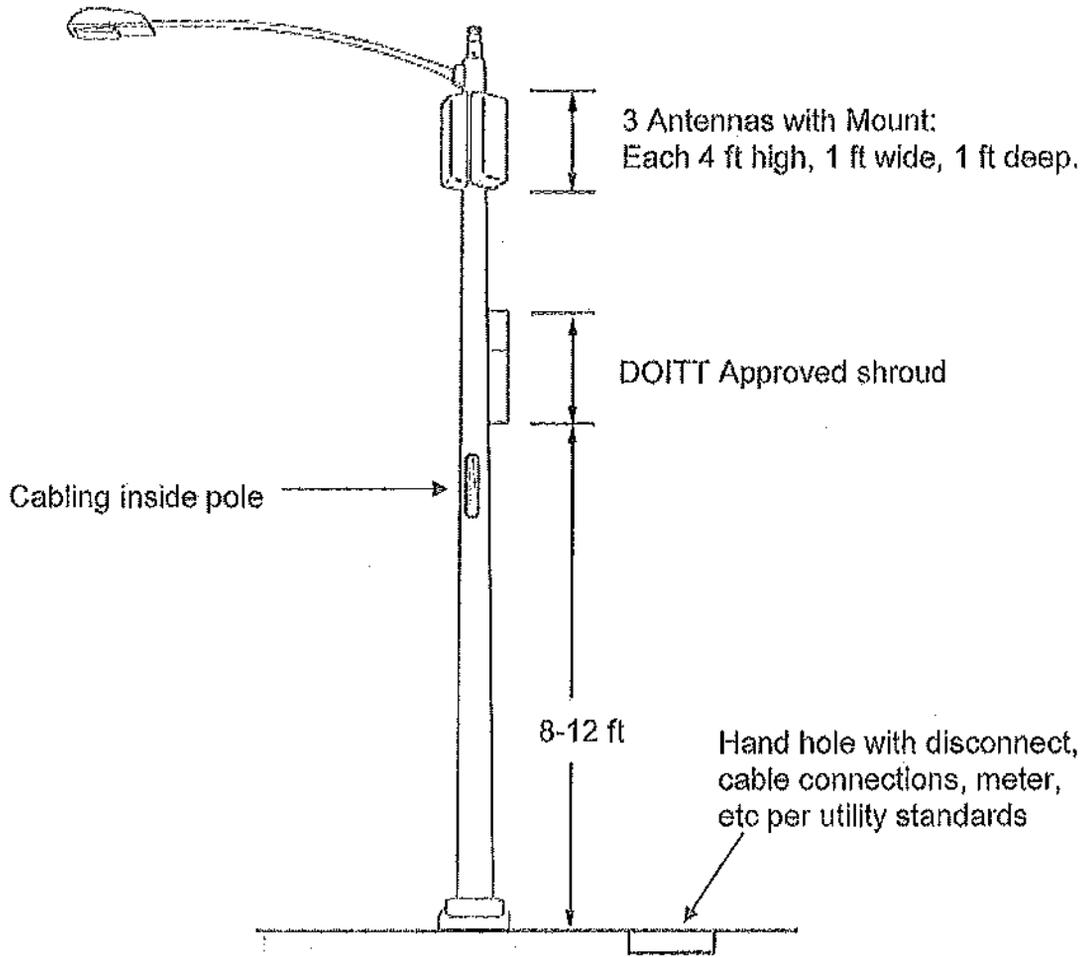
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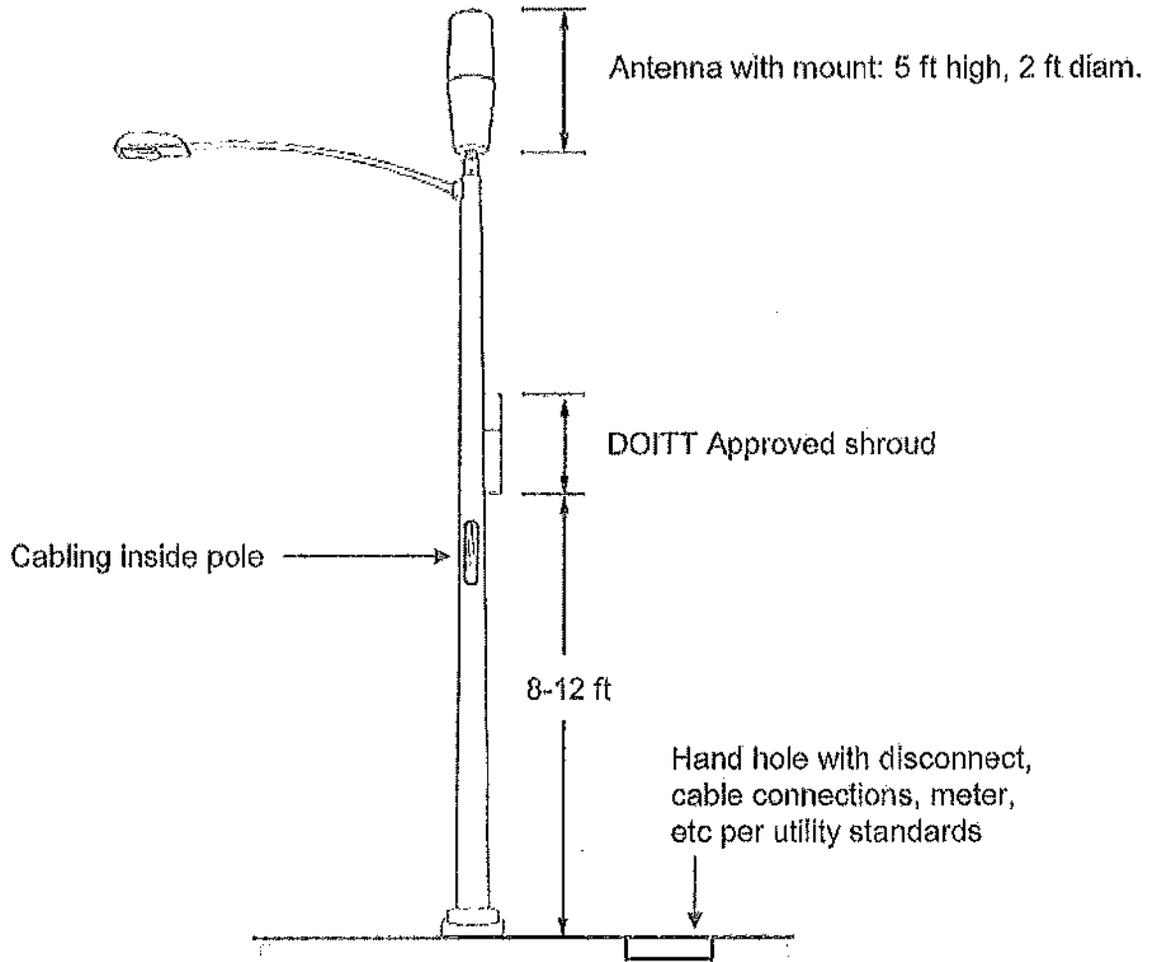
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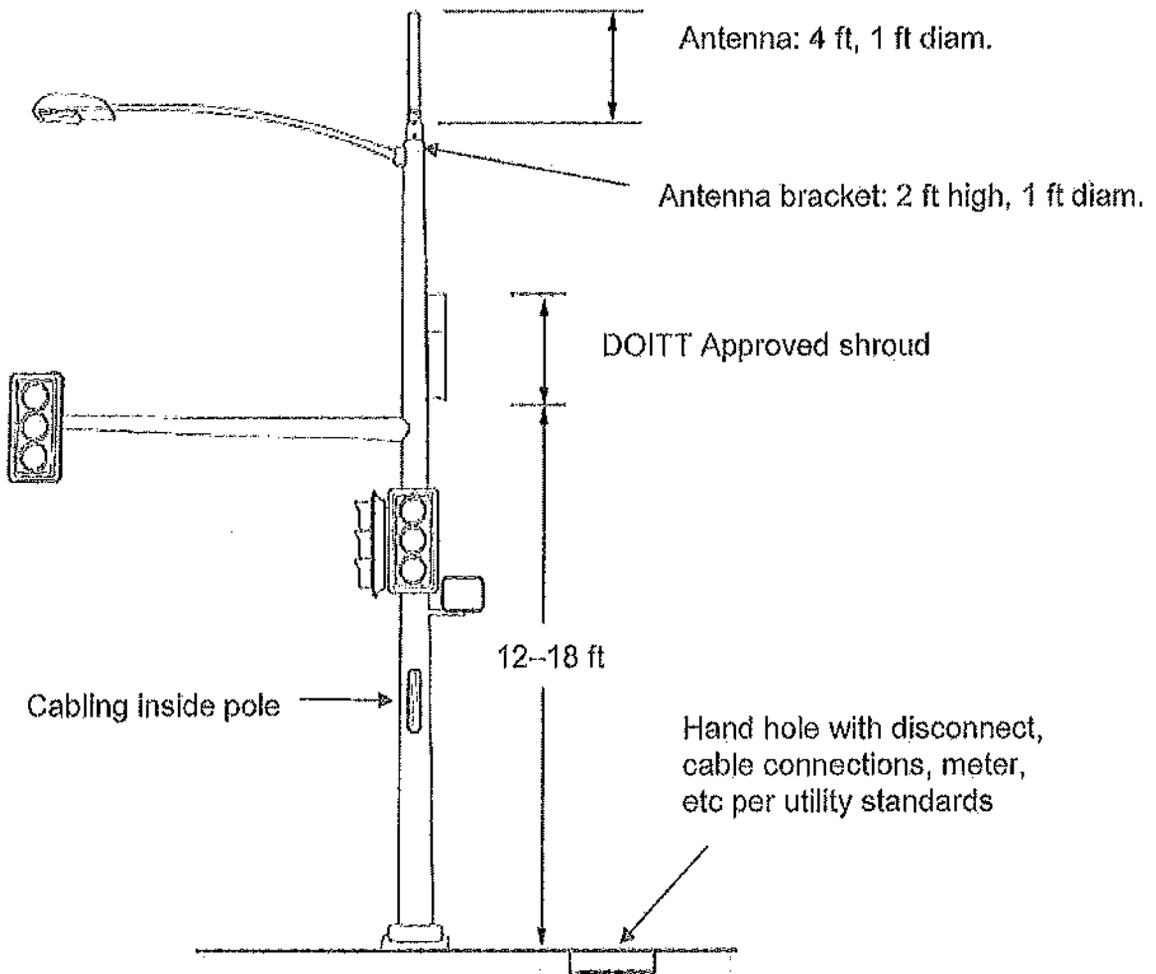
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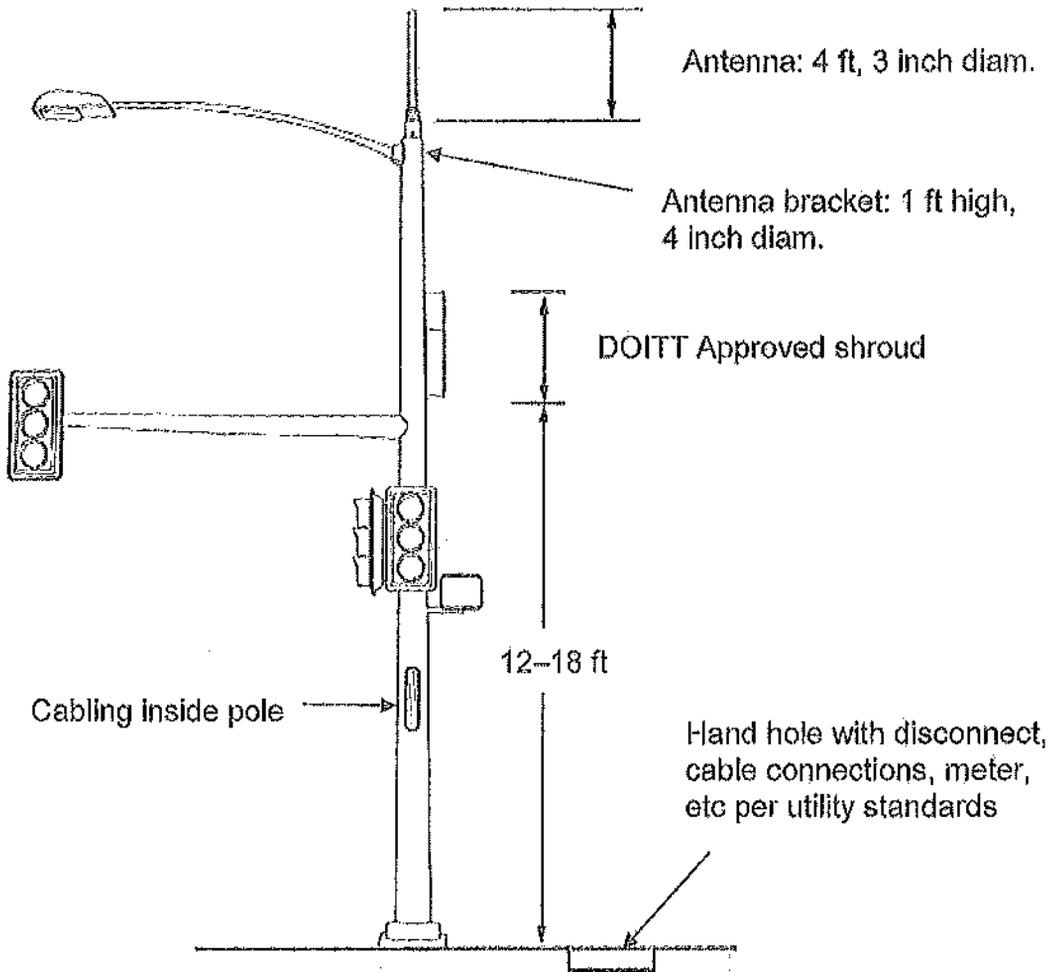
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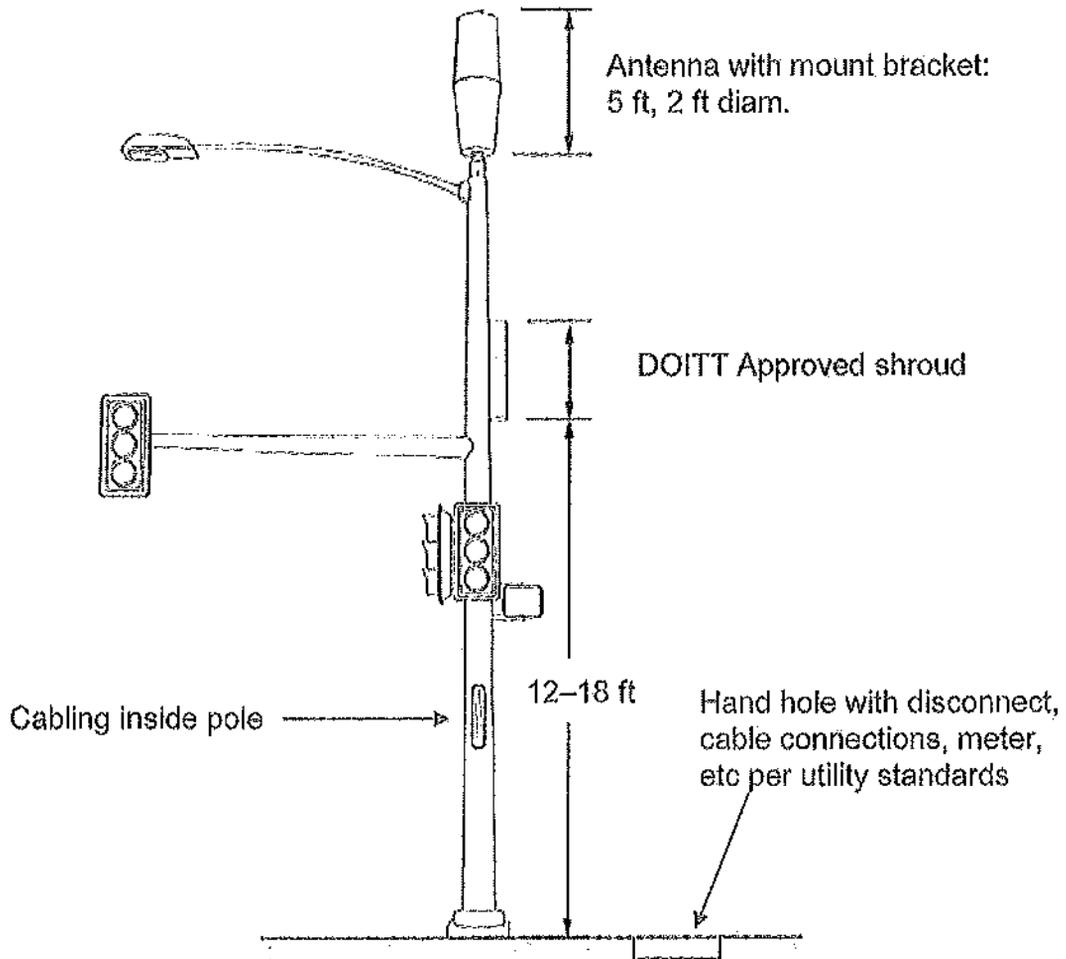
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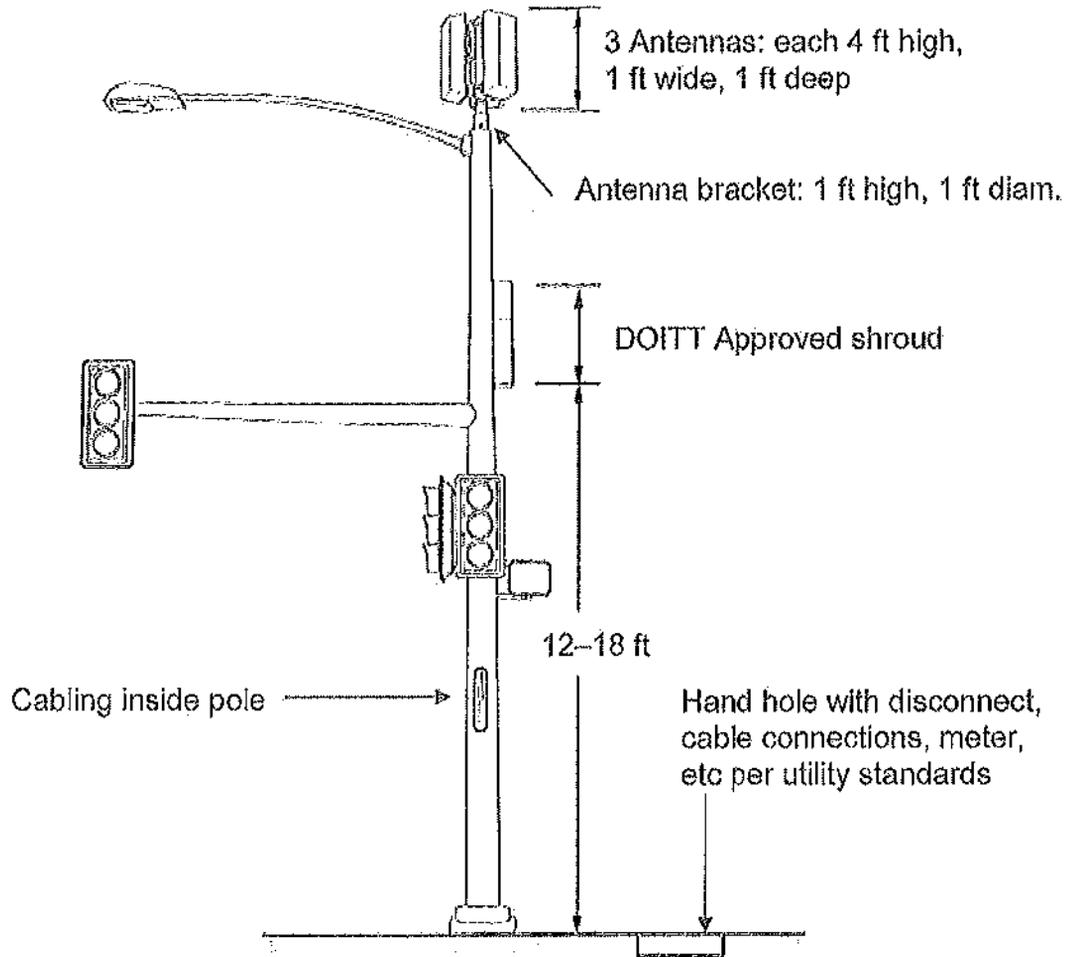
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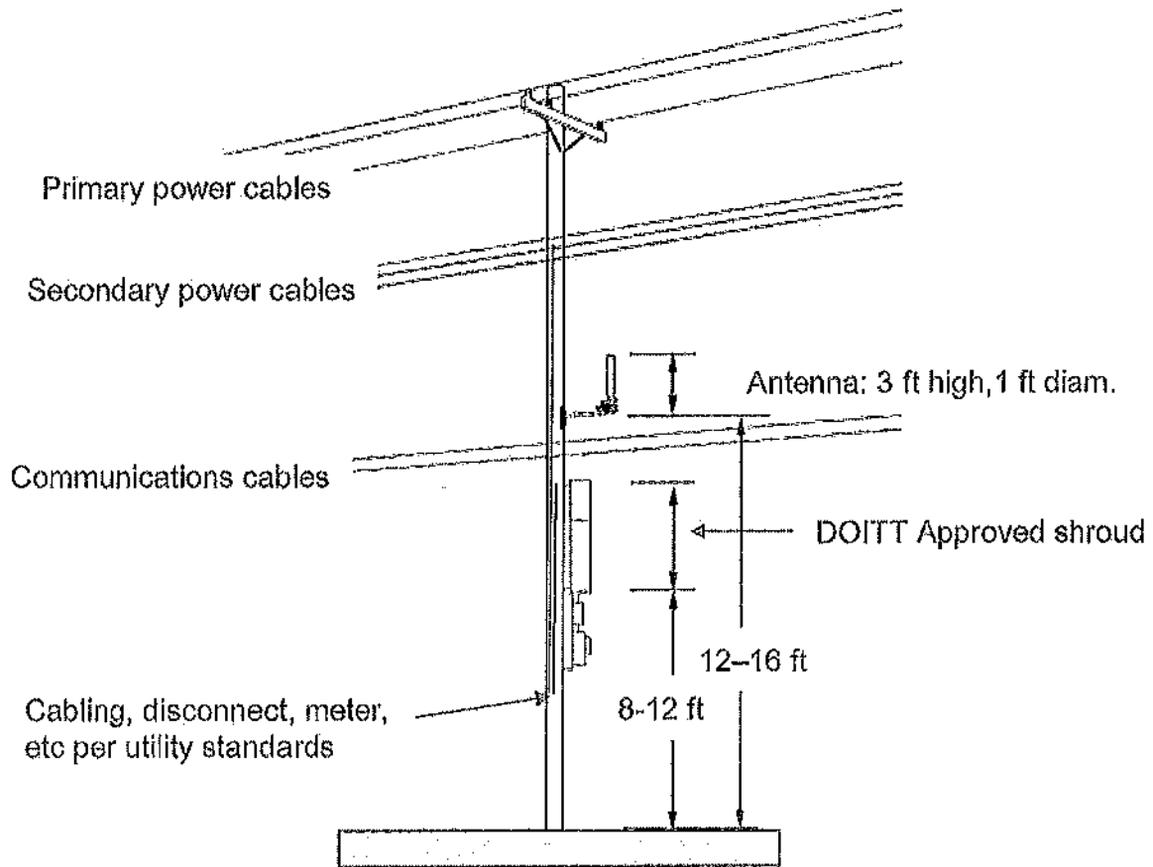
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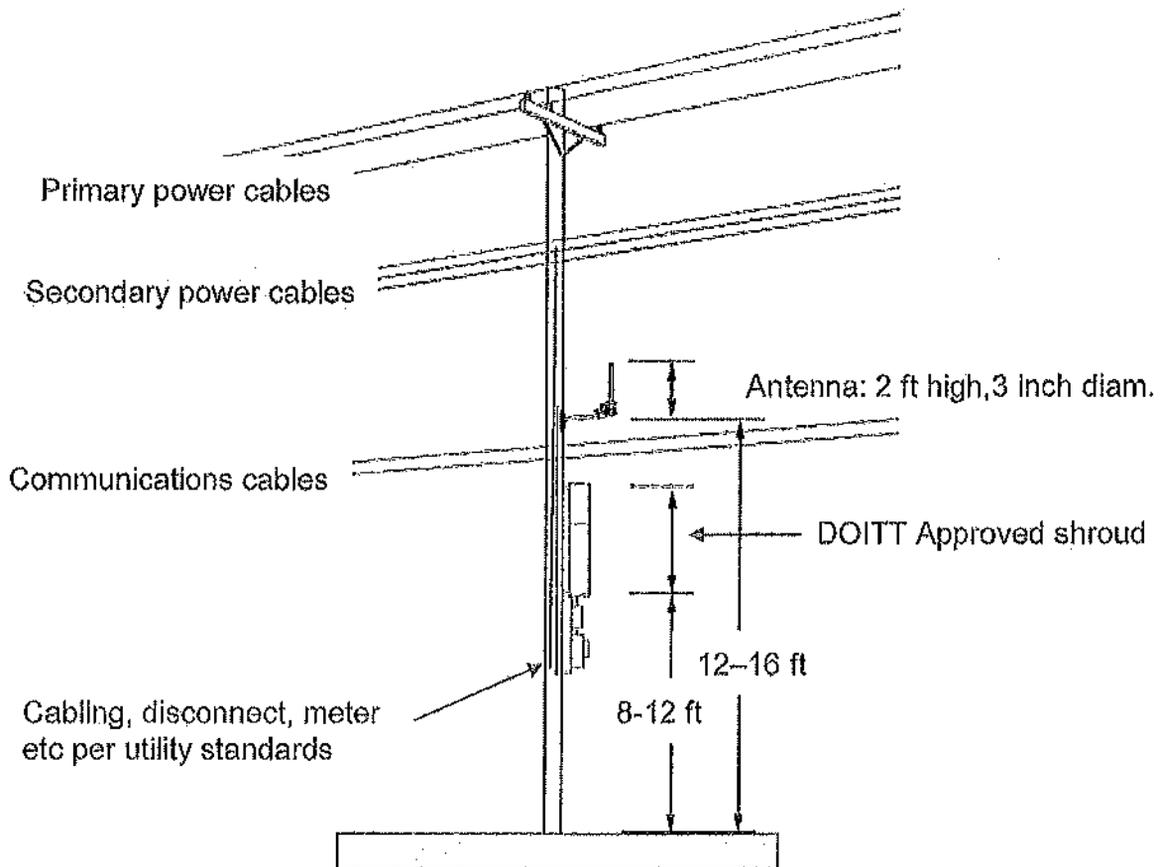
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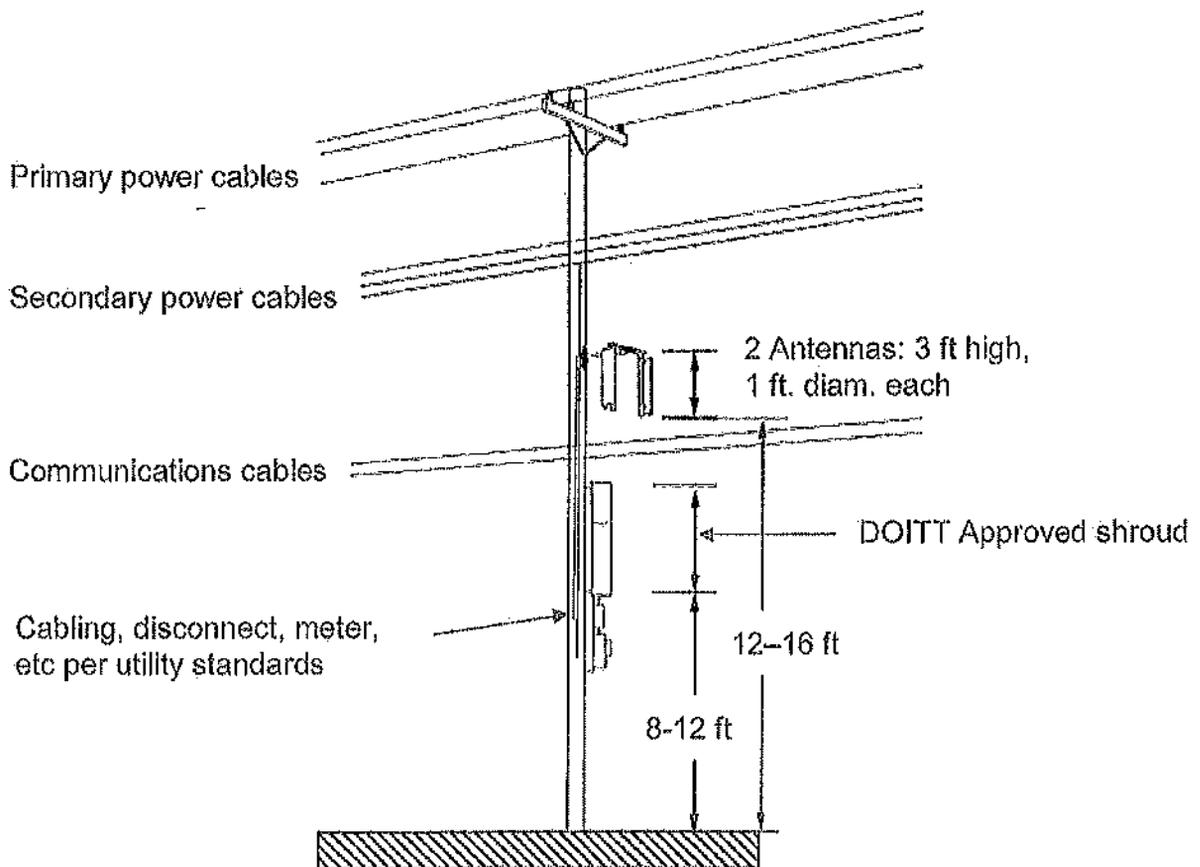
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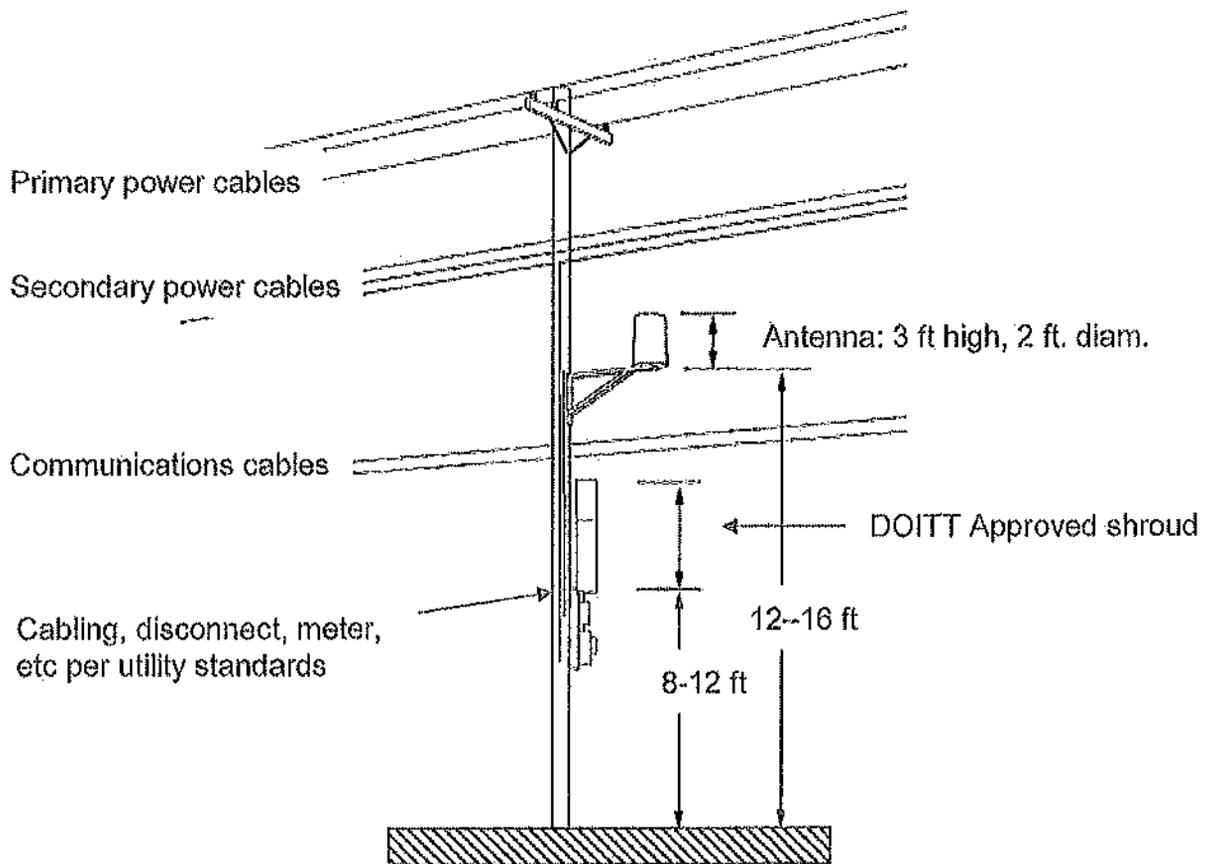
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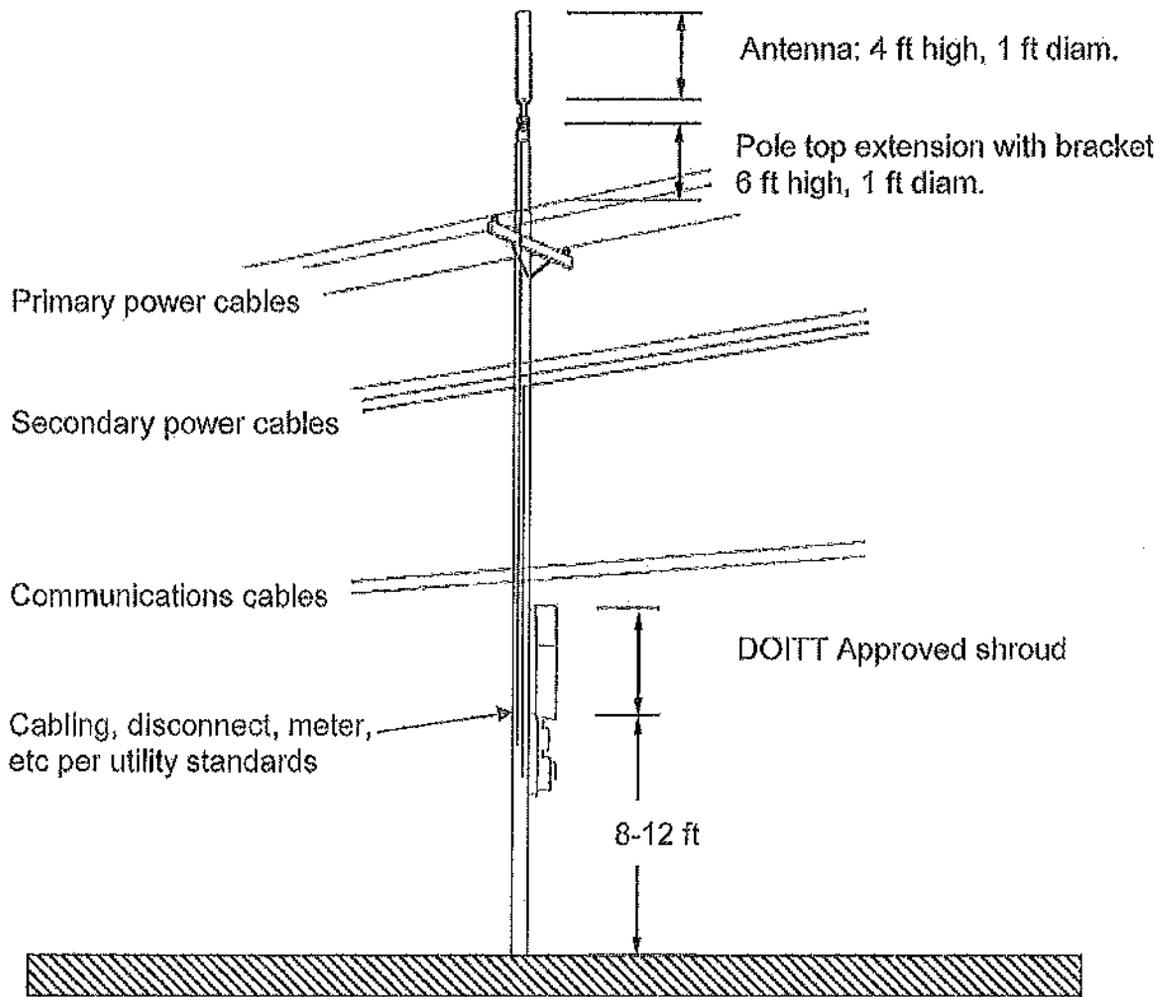
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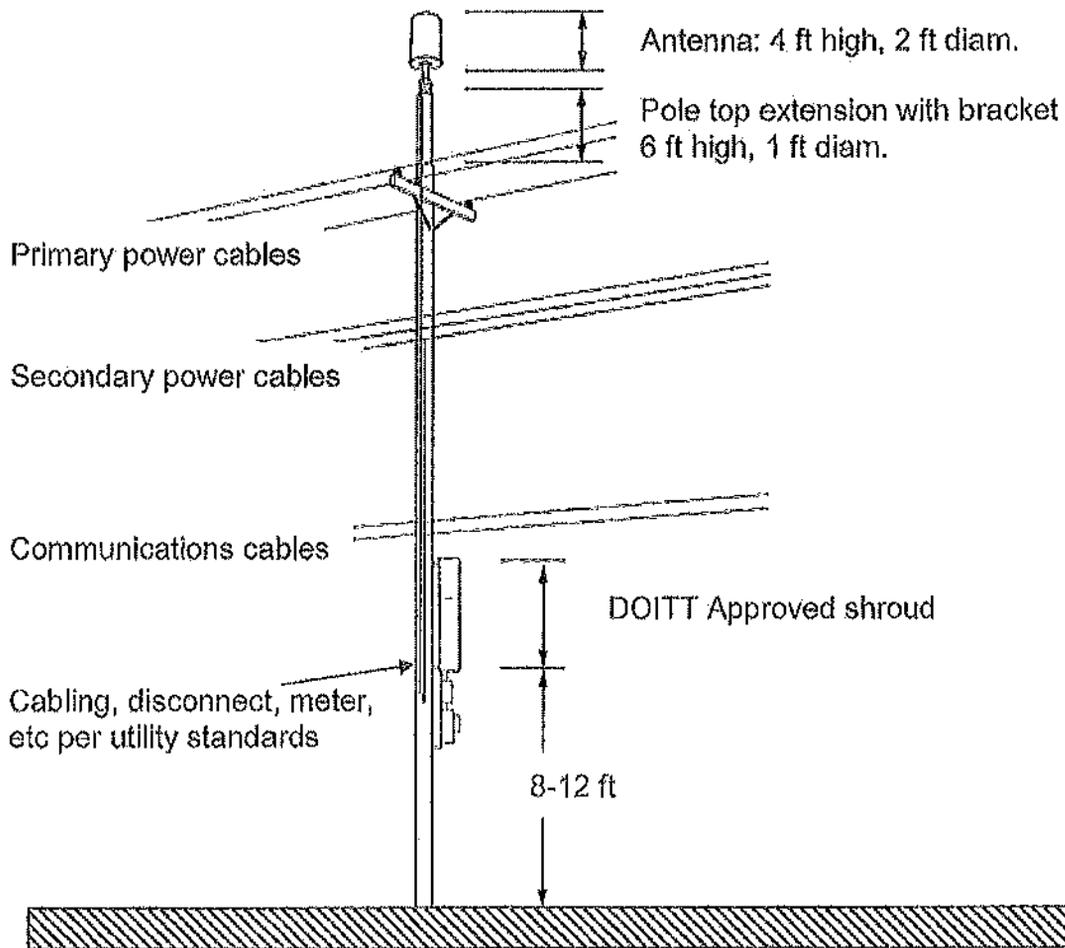
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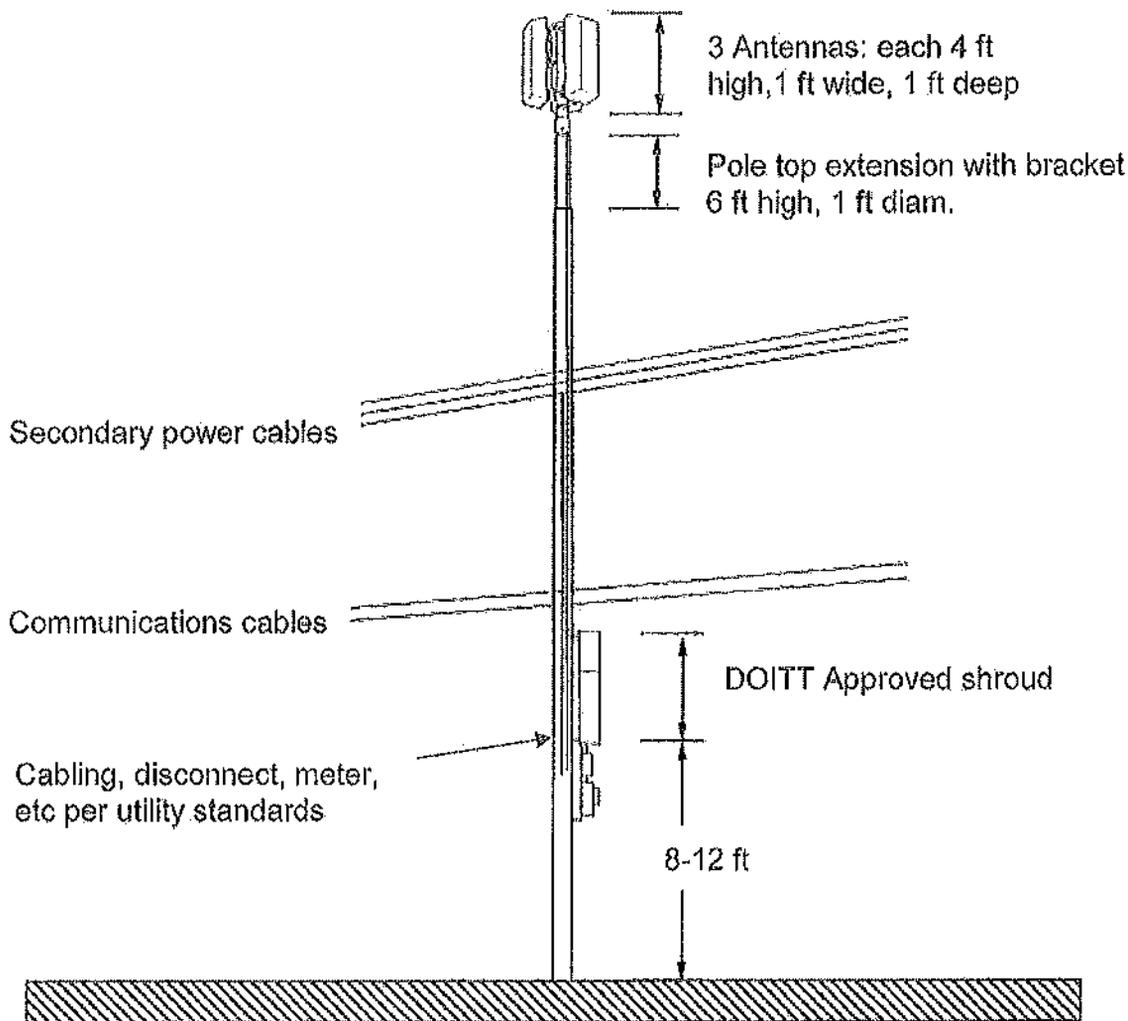
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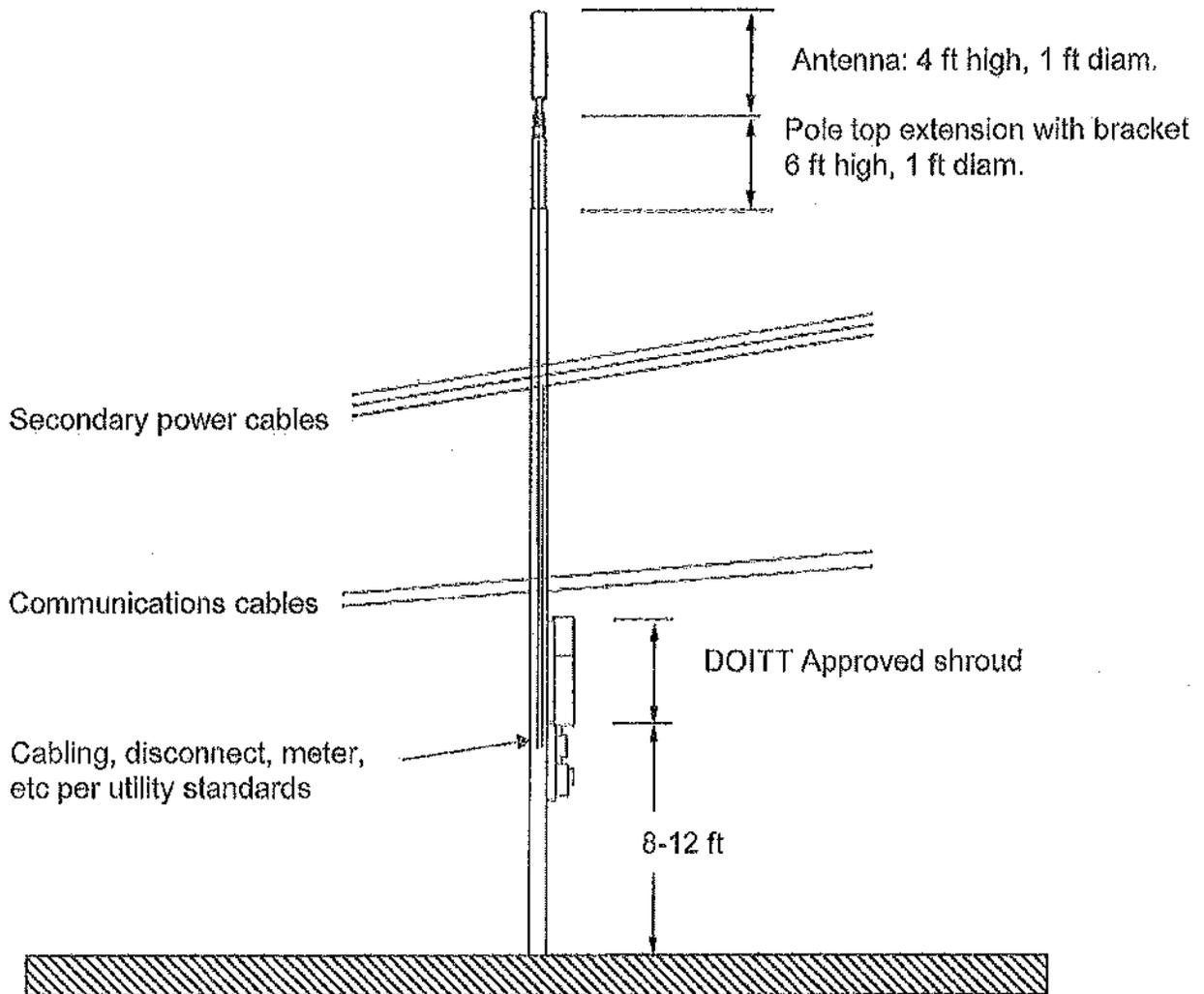
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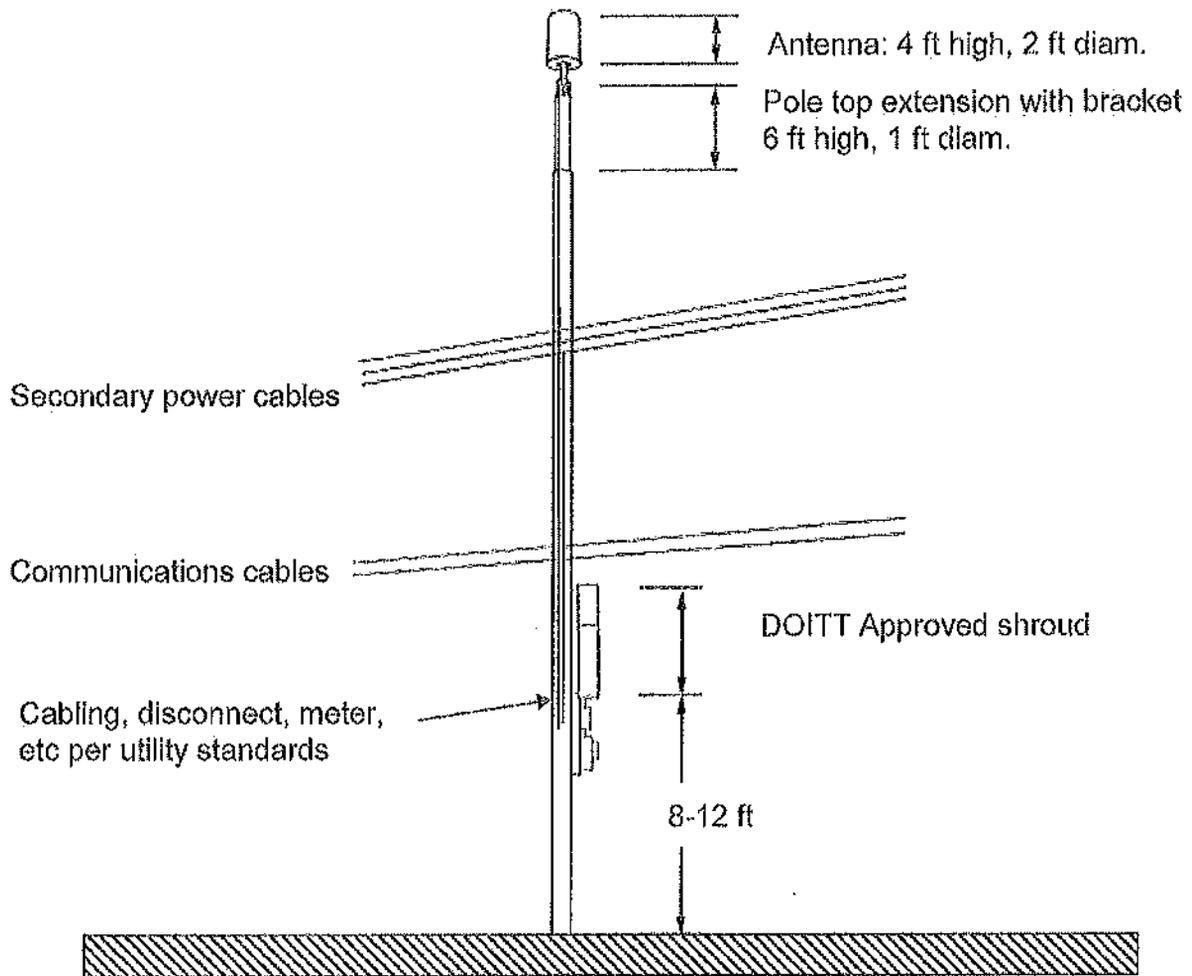
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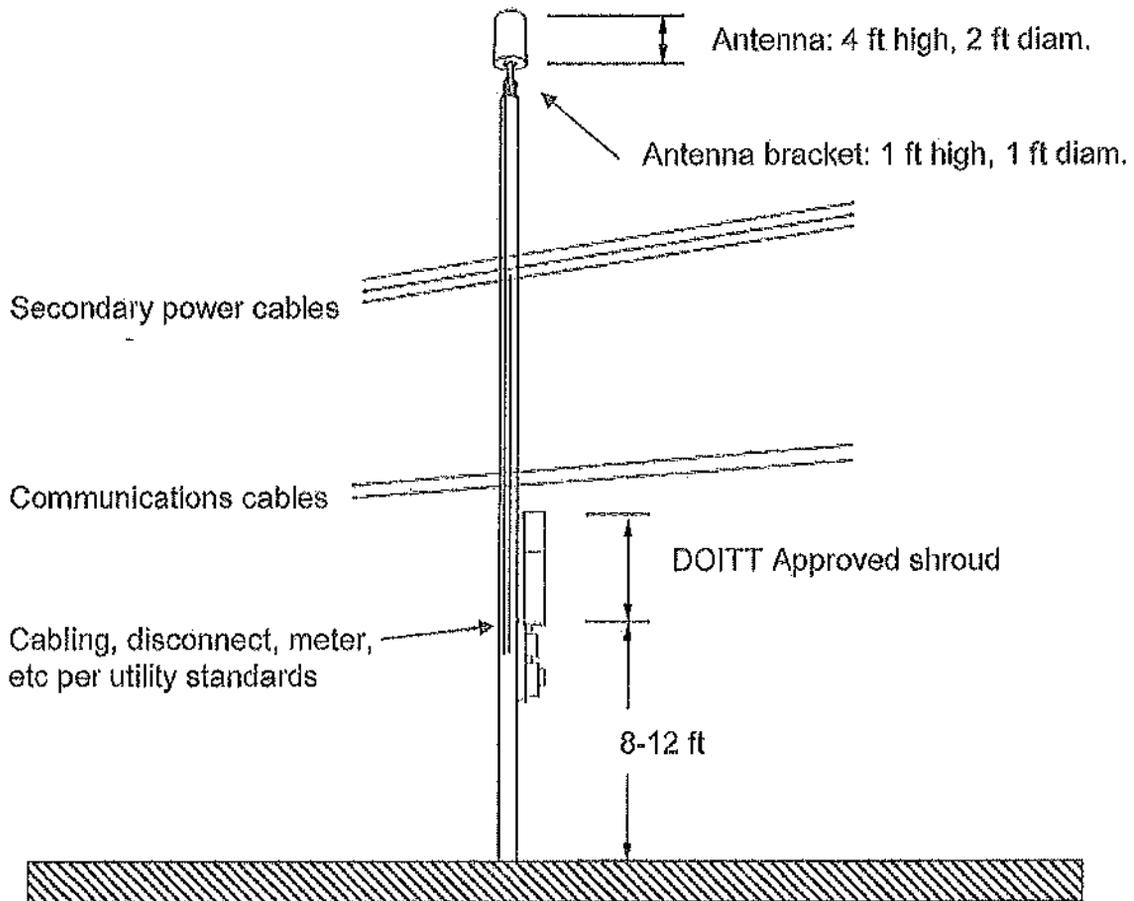
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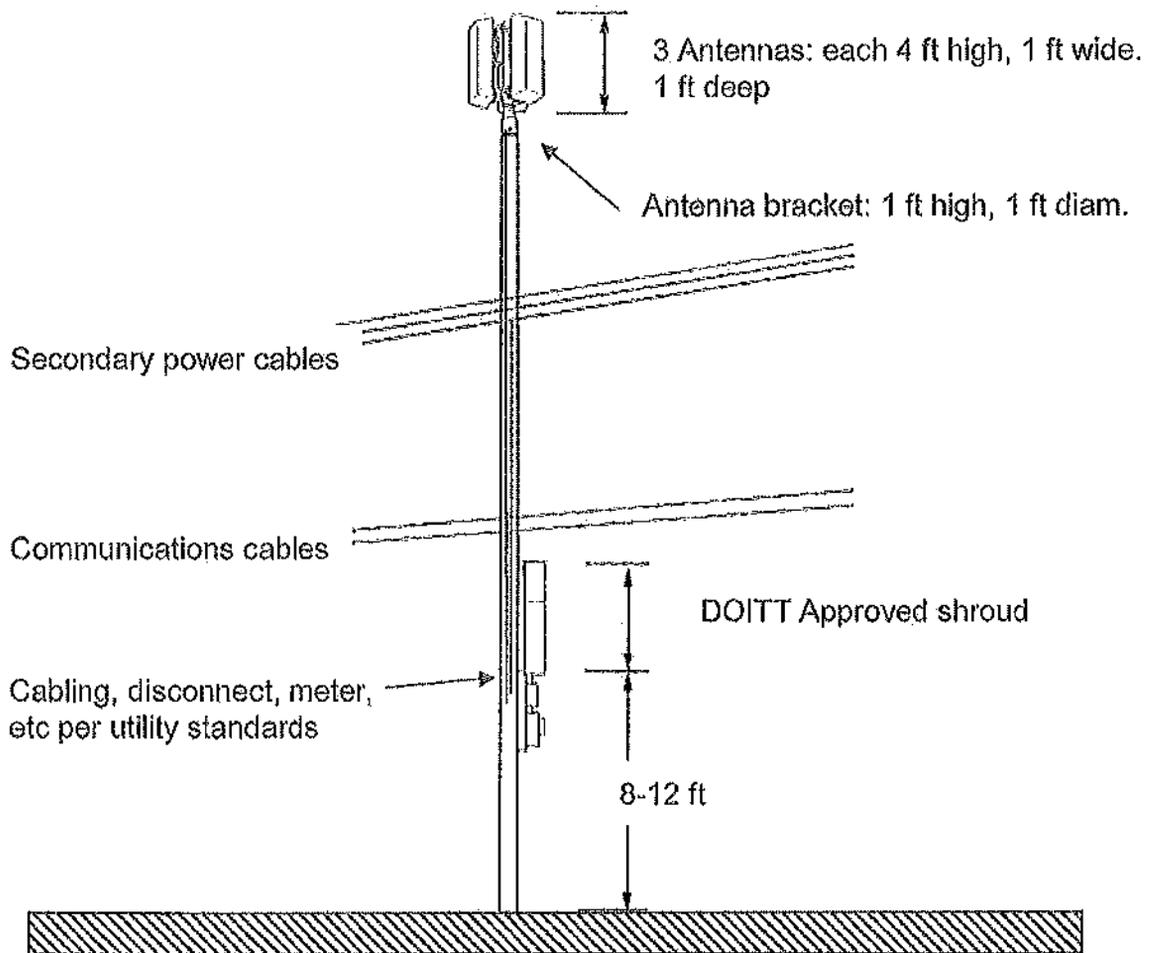
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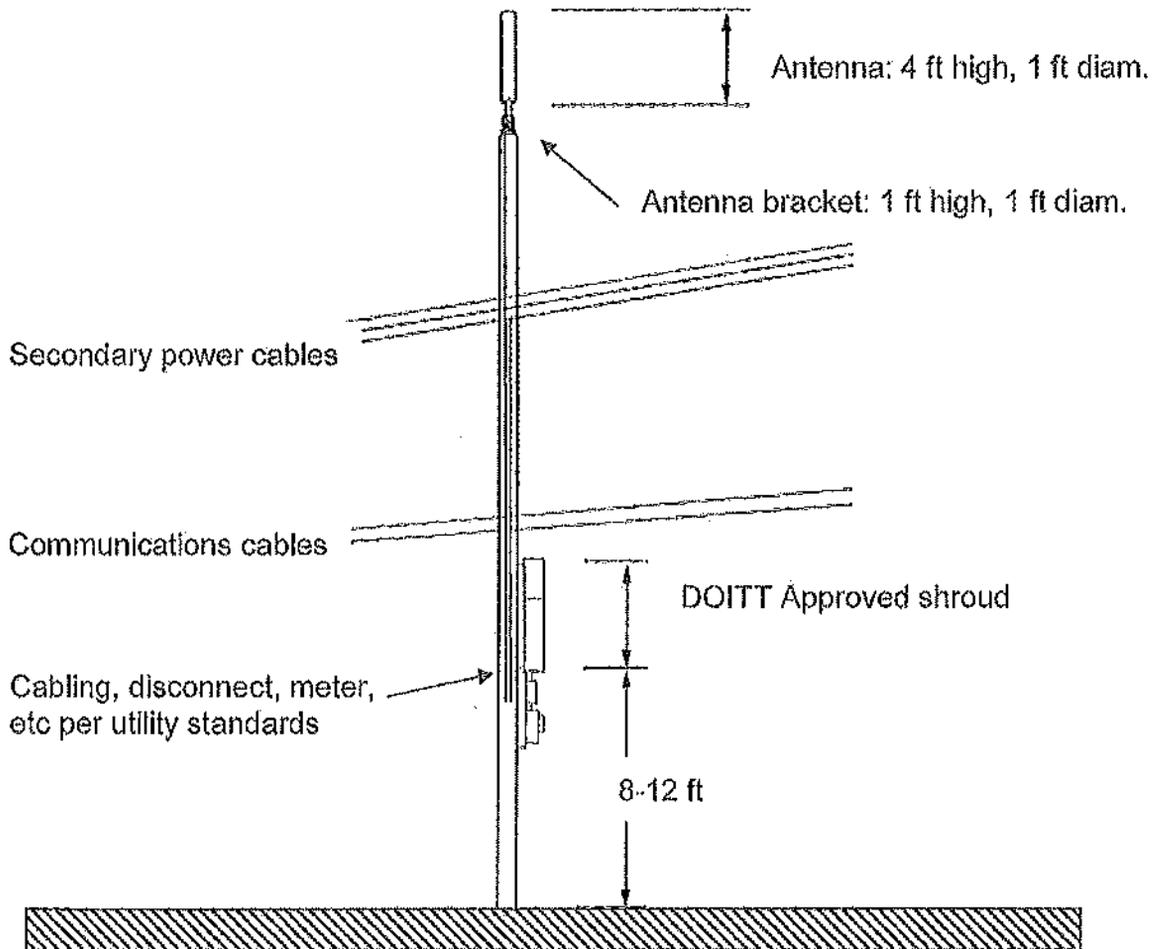
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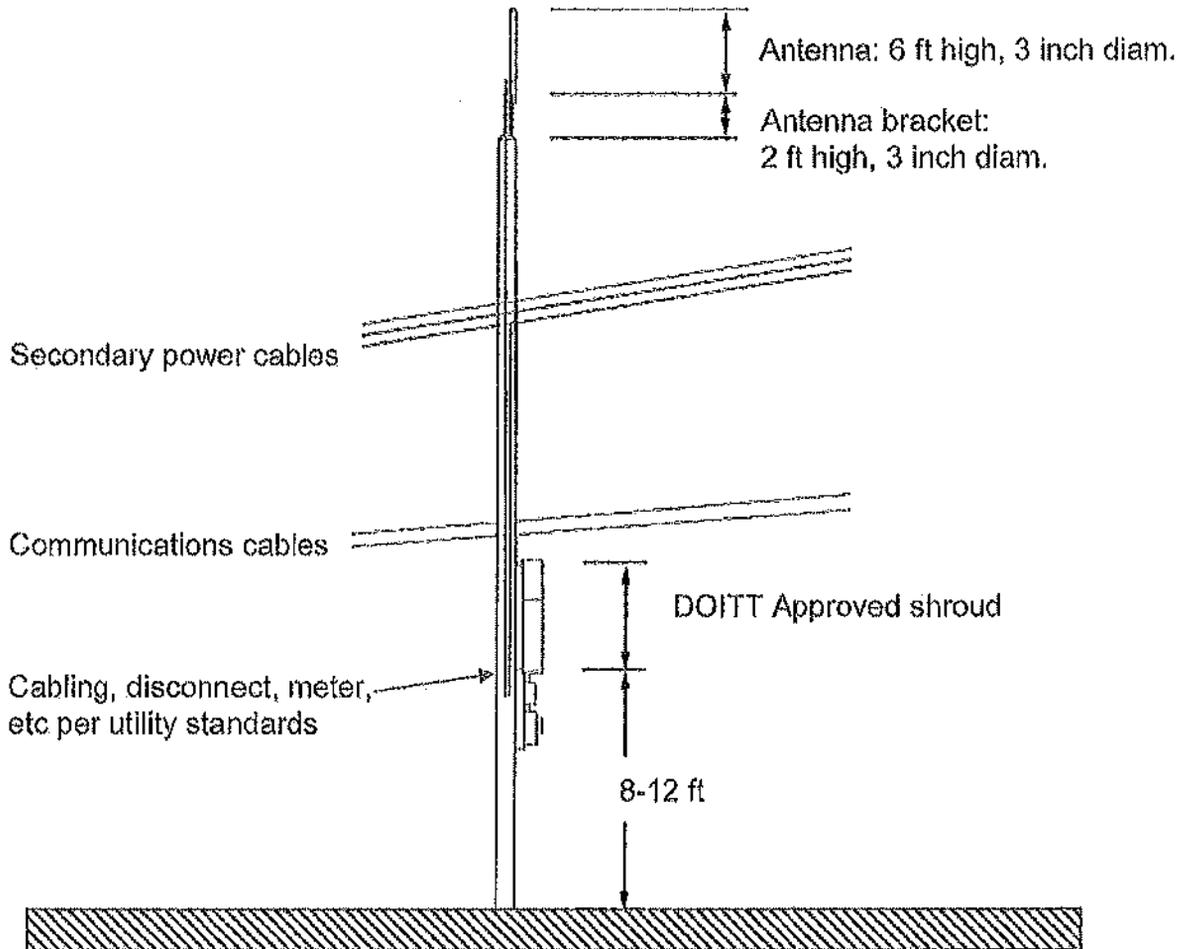
Antenna at Top of Power Pole



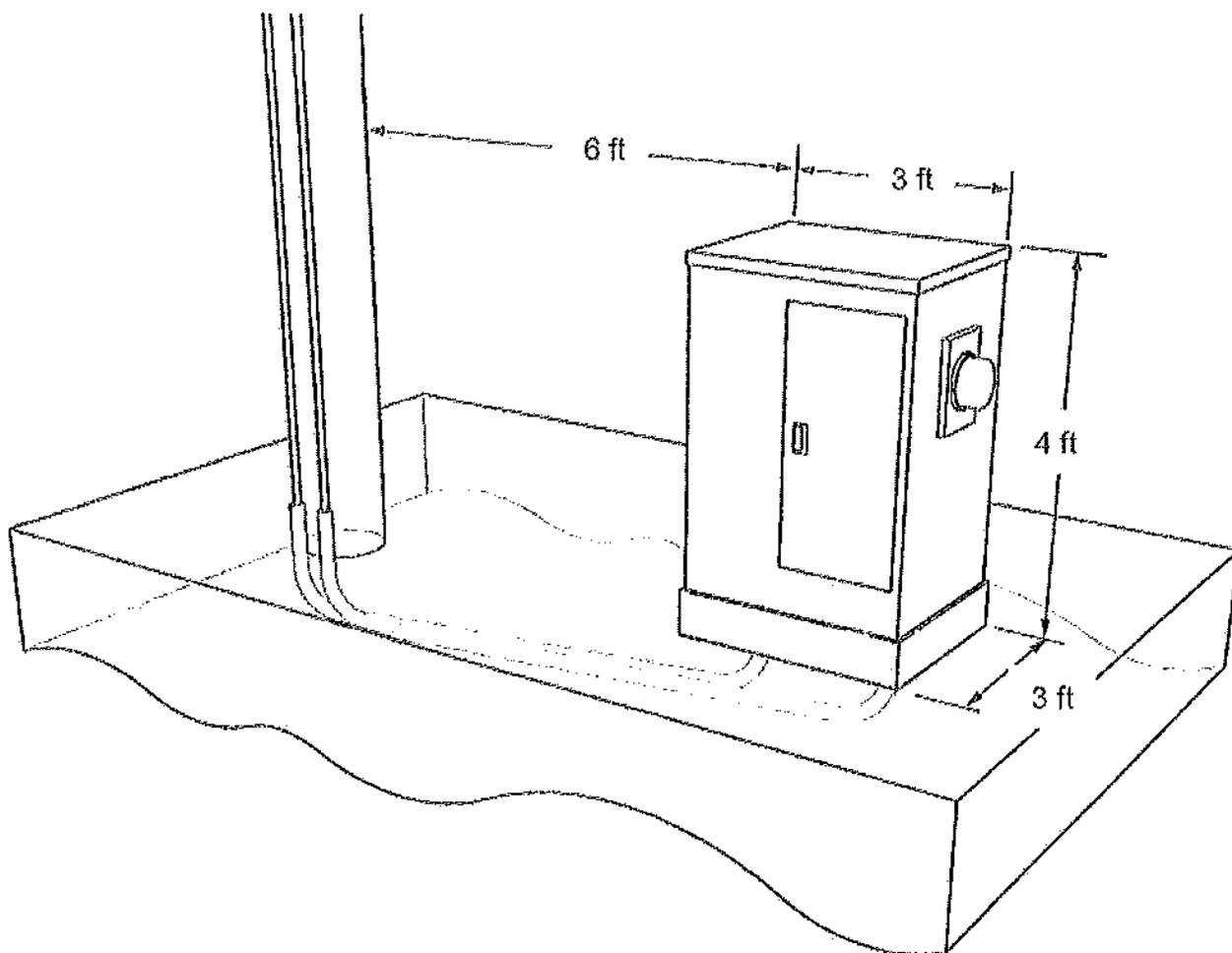
Antenna at Top of Power Pole



Antenna at Top of Power Pole



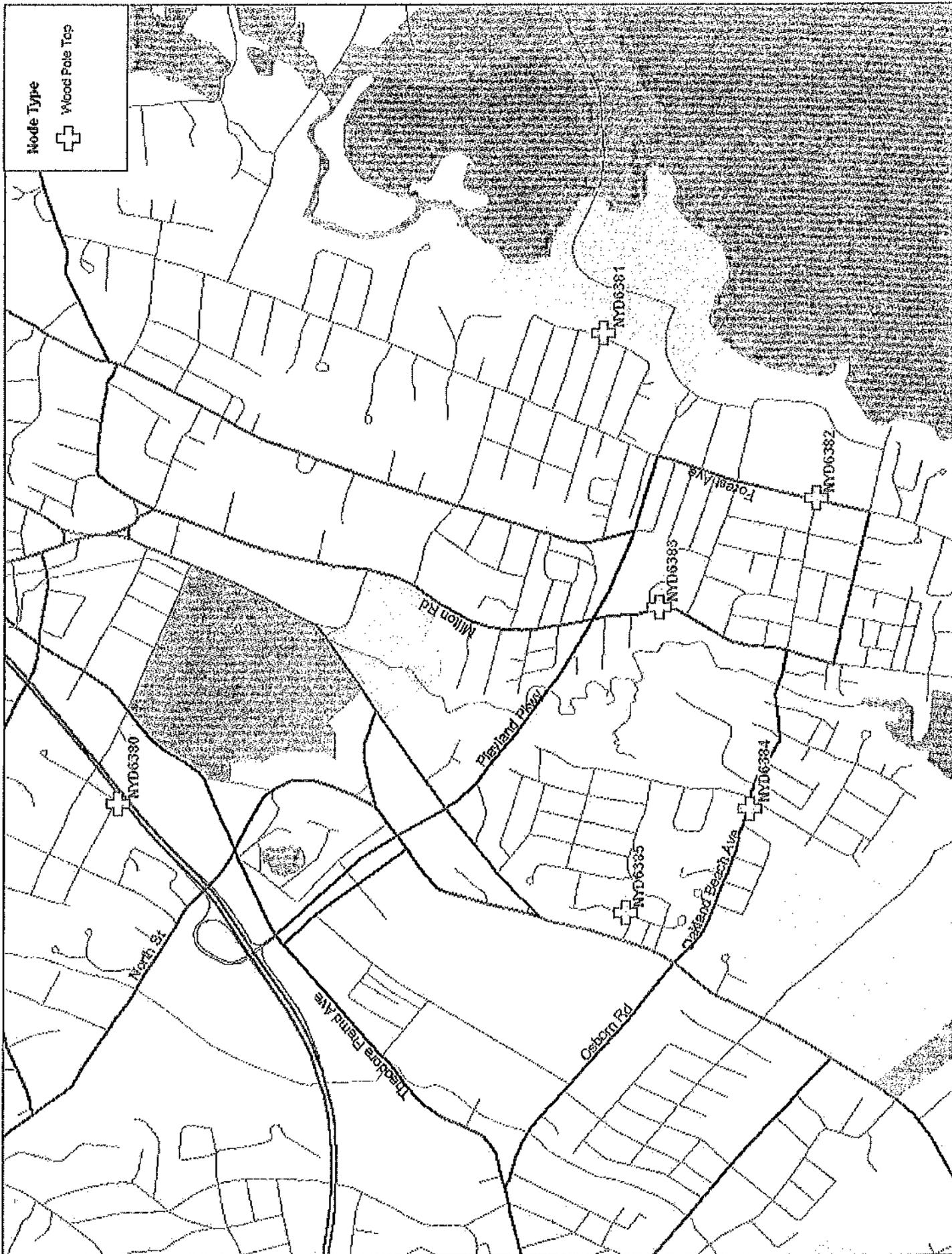
Equipment in Pedestal



NextG Networks

Enclosure 4:

Sample Overview Map



NextG Networks

Enclosure 5:

Introductory Power Point



NextG Networks

City of Rye, New York

NextG – the solution for improved wireless
coverage in your community

About NextG Networks

NextG Networks is a competitive local exchange carrier – a utility with the same regulatory rights and responsibilities as the telephone company.

- NextG Networks is a regulated, facilities-based, carrier's carrier that designs and installs fiber-optic based networks to improve wireless coverage and capacity in municipalities and universities throughout the United States.
- We are the oldest Distributed Antenna System network provider in the United States with the largest number of operational networks. We have the most experience and success installing and maintaining these networks. In the New York metropolitan area alone, for example, NextG has deployed over 1,276 equipment locations and over 570 miles of fiber optic cable to date.



NextG Networks

Company Confidential

Page 2, May 21, 2010

NextG Services

NextG transports wireless signals without installing towers or traditional cell sites.

- Wireless signals are transported through a Distributed Antenna System (DAS) network that connects to existing wireless facilities.
- DAS is a neutral-host, protocol-agnostic fiber-fed antenna network on existing infrastructure in the right-of-way. NextG's patented technology allows a single network to support multiple operators, multiple frequencies, and multiple wireless formats.
- Our service augments mobile phone coverage and capacity (fills in holes in service and prevents dropped calls.)
- Our customers include wireless carriers and wi-fi providers. We do not have end-user customers.

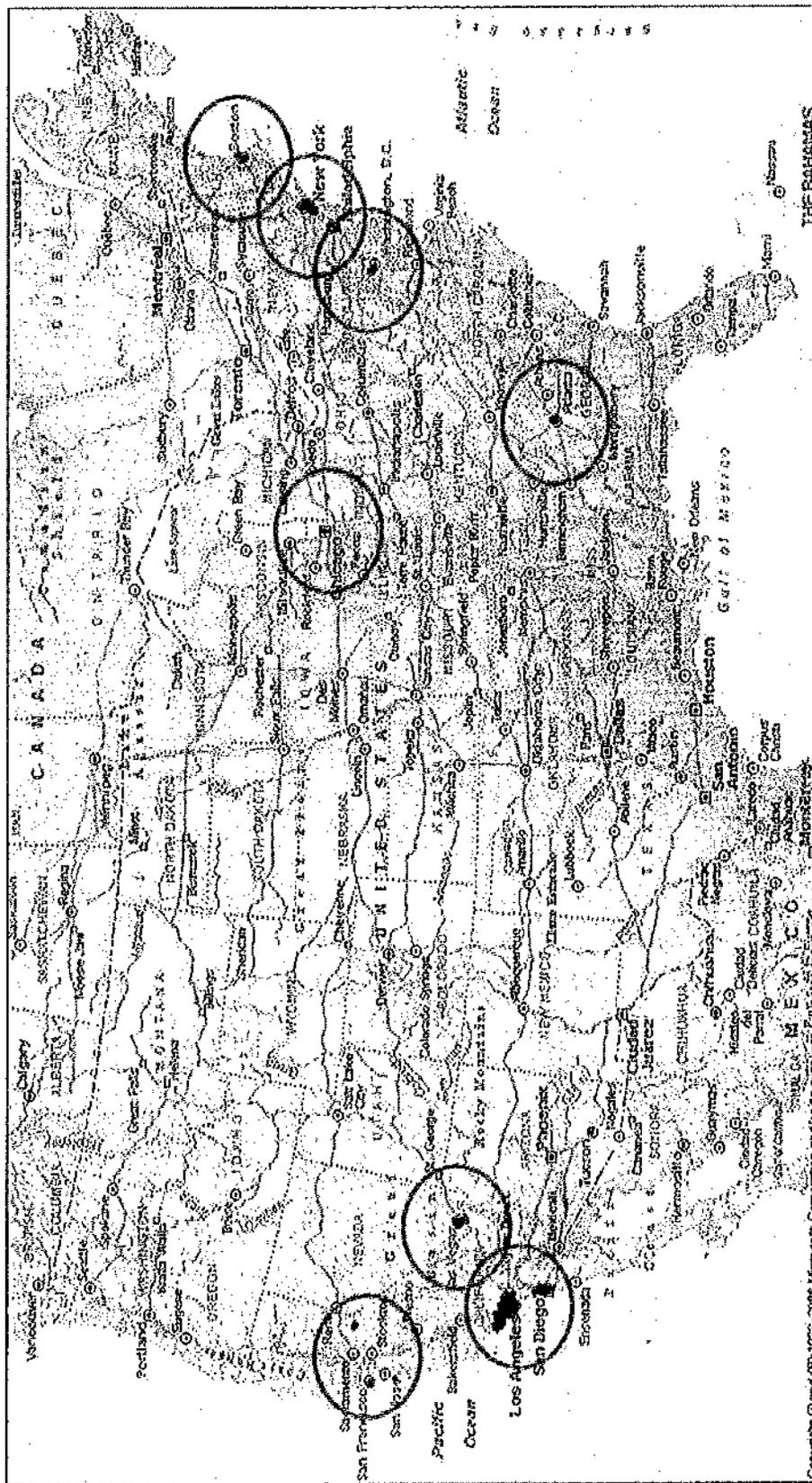


NextG Networks

Company Confidential

Page 3, May 21, 2010

NextG Networks Across the United States



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NextG Networks

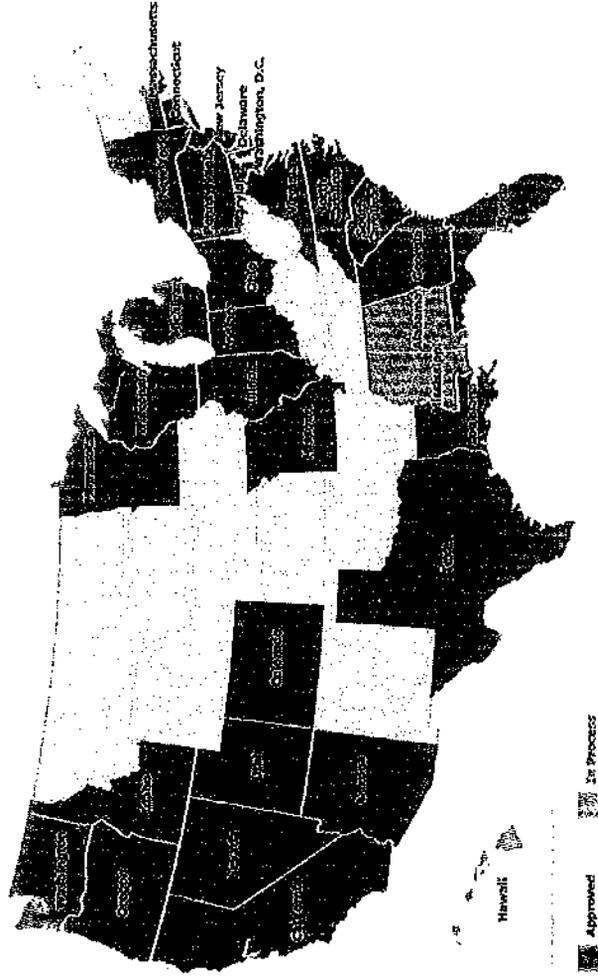
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NextG is a utility

NextG obtains all state required regulatory authority prior to building networks.

- In New York State we have a Certificate of Public Convenience and Necessity from the NY State Public Service Commission
- In New York State our general authority under the Federal Telecommunications Act has been held to be sufficient to offer telecommunications service as a utility and build our networks.



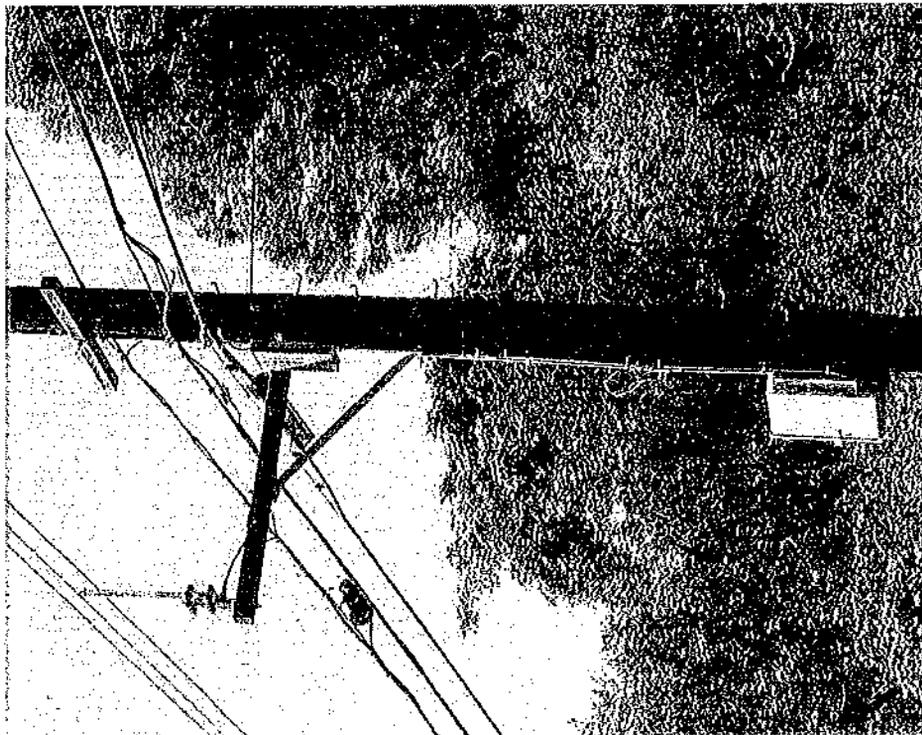
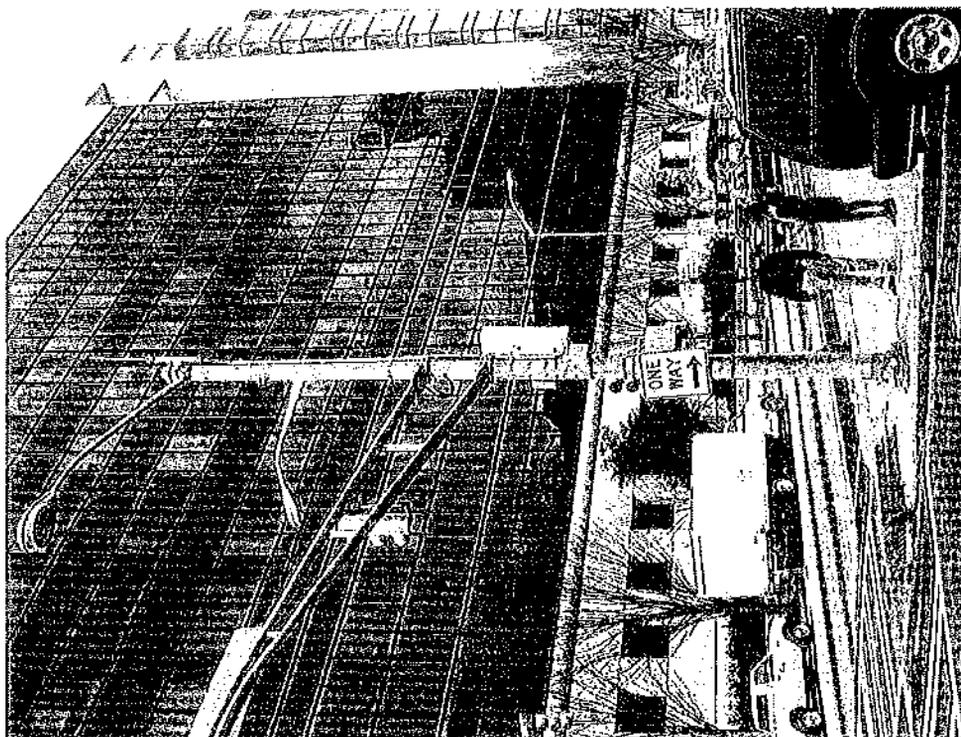
8

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Photos of NextG Installations in the Right of Way



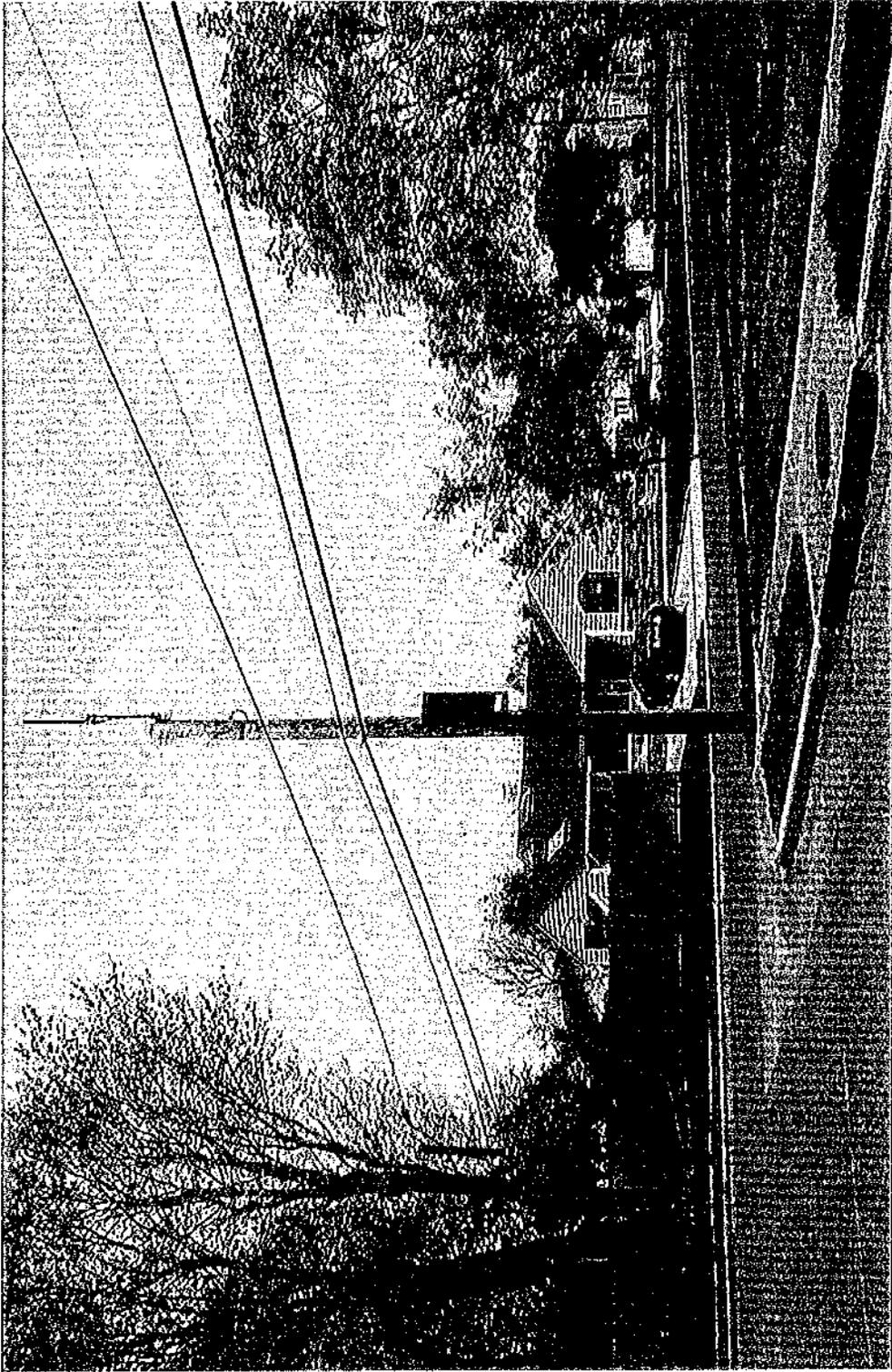
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Substantive

NextG Installations in the Right of Way continued



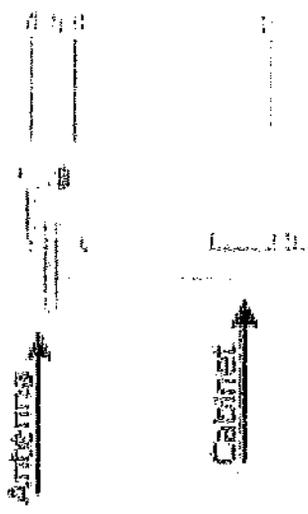
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NextG Installations

- NextG uses fiber optic cable to connect small, wireless antennas.
- The antennas are connected by coax cable to an RF-to-lightwave converter box on the pole. The box converts RF captured by the antenna into light wave signals which are then transported via fiber optic cable.
- These antennas are typically located inconspicuously on lampposts and utility poles in the right of way and utility easements.
- Installations do not interfere with lighting facilities or municipal safety systems.



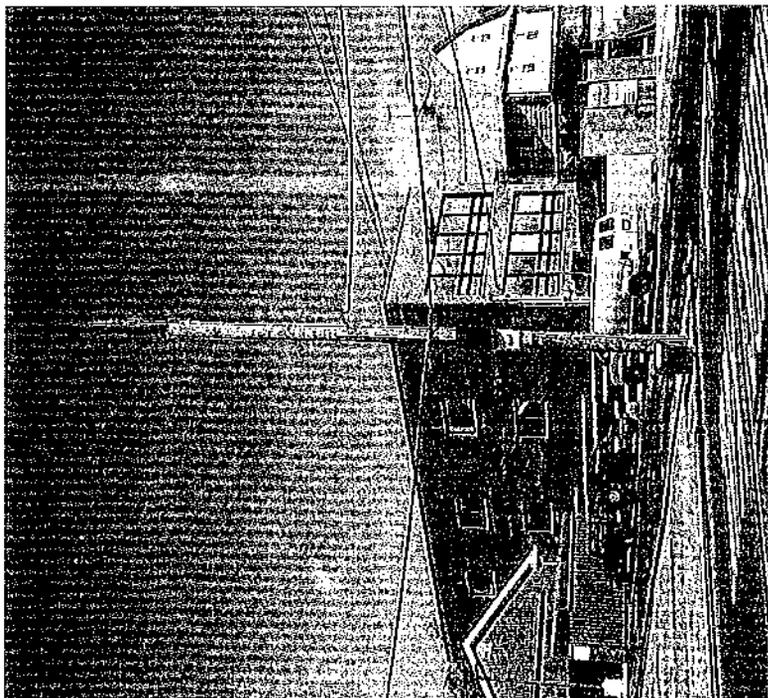
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NextG Equipment

This is the most typical type of Node that NextG Networks will install. This installation consists of one antenna located at the top of the pole together with a small Equipment Cabinet attached to the pole below the power, telephone and cable utility lines.



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Arrangements with other Utilities

Because NextG is a regulated utility, NextG has access to utility infrastructure through USC Title 47, Ch. 5, Subch. II, Part I, Section 224 (the Pole Attachment Act).

NextG has secured necessary agreements with other utility companies to attach to utility poles and streetlights not owned by the municipality.



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Benefits to your Community

NextG's networks allow communities to balance consumer and business demands for improved wireless coverage with community concerns about aesthetics.

- Provides an alternative to traditional cell sites
- Increases capacity and capability for advanced wireless voice, data, hotspot and hotzone services from any service provider
- Minimizes future construction via advanced fiber optic technology
- Utilizes equipment that is often less obtrusive than other utilities who have similar rights to install equipment on poles within existing utility corridors.
- Offers to share revenue with the community and pole rental fees for attachments to available municipal infrastructure.



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NextG Networks

Enclosure 6:

Empowering Next Generation Wireless Networks



NextG Networks®

NextG Networks, Inc. is a leading provider of innovative wireless infrastructure solutions that enhance network coverage, capacity, and performance for wireless carriers in the United States. NextG provides these wireless solutions by designing, permitting, building, operating, and managing distributed antenna systems, or DAS systems. NextG deploys its DAS systems by attaching discrete radio-frequency equipment to existing public-right-of-way infrastructure, such as utility poles and street lights. NextG connects its DAS sites to a wireless carrier's network using high-capacity fiber-optic cables. NextG has legally-enforceable rights under the Telecommunications Act of 1996 to attach fiber and equipment to its DAS sites on fair, reasonable, and non-discriminatory terms in 34 states. NextG effectively deploys DAS systems in areas where zoning restrictions, space constraints, local community resistance, or topographic barriers might otherwise delay, restrict, or prevent building or expanding traditional wireless sites, such as towers and rooftop sites.

Market

NextG works with wireless carriers to build DAS systems in metropolitan areas and other locations throughout the United States. Through the use of NextG's DAS systems, carriers can achieve faster time-to-market and uniform and precise coverage in areas that cannot be accessed through traditional wireless sites. NextG can precisely, quickly, and uniformly deploy DAS sites to improve network coverage, capacity, and performance for its wireless carrier customers, and thereby provide a more compelling solution than traditional wireless sites.

Services

- As part of its carrier-class services, NextG Networks:
- Designs RF coverage schemes using computer tools and on-site measurements
 - Obtains permits to build and deploy fiber and RF networks
 - Constructs aerial poles, underground ducts, base station hotels, etc.
 - Operates DAS systems via 24x7x365 operations centers
 - Manages DAS systems for multiple carriers

Advantages

- Carriers using NextG Networks® DAS systems can benefit from NextG's:
- Widespread availability of coverage in areas that cannot be accessed by traditional wireless sites
 - Faster time-to-market network deployment
 - More efficient utilization of spectrum assets
 - Uniform coverage of entire areas with no coverage gaps and precise targeting of areas within a carrier's network that is currently experiencing coverage gaps
 - Ability to consolidate all required backhaul traffic into a single high-bandwidth backhaul connection
 - Ability to obtain public right-of-way access to allow DAS sites to overcome zoning restrictions

Corporate Status

NextG conducts its operations through regulated wholly-owned subsidiaries throughout the United States.

Corporate Management

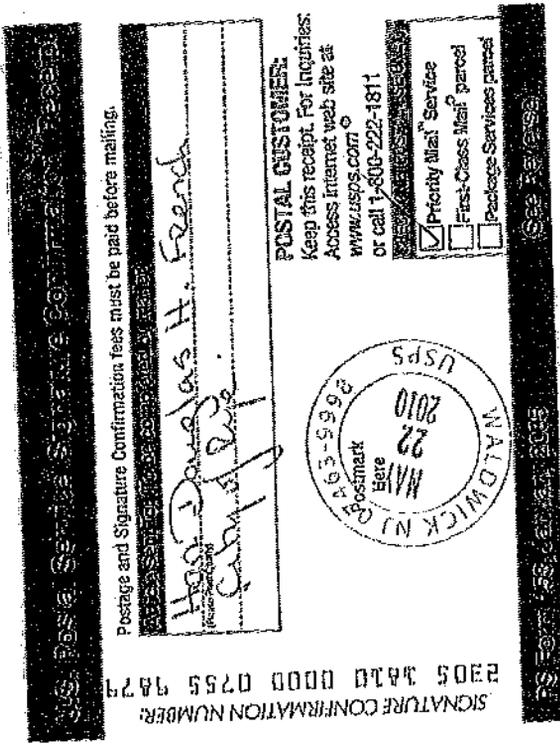
- David Cutrer, PhD, *CEO and Co-founder*
- Randall I. Bambrough, *CFO*
- Robert L. Delsman, Esq, *Senior VP, General Counsel*
- Lawrence Doherty, *Senior VP, Business Development, Western Region*
- Michael Hughes, *VP Engineering*
- Bo Plekarski, *VP, Product Management and Marketing*
- Patrick S. Ryan, *VP Government Relations & Regulatory Affairs*
- Todd Schultz, *Senior VP, Implementation*

Headquarters

NextG Networks, Inc. 2216 O'Toole Ave, San Jose, CA 95131 USA
 408.954.1580 tel • 408.383.5397 fax • info@nextgnetworks.net
 Visit www.nextgnetworks.net to learn more about the Company.

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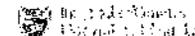
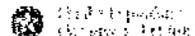
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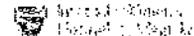
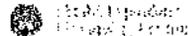
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