



NextG Networks

EMPOWERING NEXT GENERATION
WIRELESS NETWORKS

NextG Networks, Inc. 2216 O'Toole Avenue, San Jose, CA 95131 Telephone 408.954.1580 Fax 408.383.5397

AUSTIN CITY CLERK
RECEIVED
SEP 27 2005

05 NOV 14 AM 11:47

September 27, 2005

**Via U.S. Postal Service and
Facsimile to (305) 375-4120**

Ms. Shirley A. Brown, City Clerk
City of Austin- Office of the City Clerk
PO BOX 1088
Austin, TX 78767

Re: Ordinance Number 20050818-010

Dear Ms Brown:

As required by Part 2 of License Agreement and Ordinance #20050818-010 dated August 18, 2005, please consider this letter to be the formal acceptance of the Ordinance granting NextG Networks of Illinois, Inc. ("NextG"), a license to install network facilities in the public rights-of-way and on city facilities in Austin, Texas for the provision of telecommunications services. NextG agrees to be bound by and comply with all requirements of the license agreement and Ordinance #20050818-010. Please look for our performance bond and insurance certificate naming the city as additionally insured to arrive to your attention under separate cover.

Respectfully,
NEXTG NETWORKS, INC

John B. Georges, Chief Executive Officer

Cc: Ms. Rhondella Hawkins, Telecommunications and Regulatory
Mr. Sonny Hood, Esq. City of Austin Law Department
Mr. Robert L. Delsman, Esq., NextG Networks
Mr. Joe Milone, NextG Networks

INTERNATIONAL FIDELITY INSURANCE COMPANY

LICENSE AND PERMIT BOND

05 NOV 14 AM 11:47

Bond No. 0411071
Premium: \$100.00 per annum

KNOW ALL MEN BY THESE PRESENTS: That we,

NextG Networks of Illinois, Inc.

as Principal, and International Fidelity Insurance Company, a corporation duly authorized under the laws of the State of New Jersey to become surety on bonds and undertakings, as Surety, are held and firmly bound unto
City of Austin, TX

as Obligee in the full and just sum of

Ten Thousand and no/100----- Dollars, (\$ 10,000.00-----), lawful money of the United States of America, for which payment, well and truly to be made, the said Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license or permit for:

installation of private network facilities in the public rights-of-way and city facilities

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED, THE LIABILITY OF THE SURETY upon this bond shall be and remain in full force and effect for the full period of the certificate or license, and renewals thereof, issued to the Principal, or until thirty (30) days after receipt by the Obligee of a written notice signed by such Surety, or its authorized agent, stating that the liability of such Surety is thereby terminated and canceled; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

Sealed with our seals and dated this 26th day of September, 20 05.

NextG Networks of Illinois, Inc.

Principal

John B. Georges, President and CEO

International Fidelity Insurance Company

By Rosemarie Guanill
Rosemarie Guanill Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

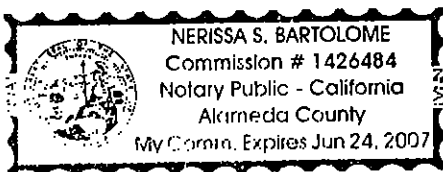
State of California

County of San Francisco

On September 26, 2005 before me, Nerissa S. Bartolome, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Rosemarie Guanill
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nerissa S. Bartolome
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

International Fidelity
Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Bond #0411071

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

NERISSA S. BARTOLOME, ROSEMARIE GUANILL, ROGER C. DICKINSON, CHARLES R. SHOEMAKER,
MARK M. MUNEKAWA, STANLEY D. LOAR, NANCY L. HAMILTON

San Francisco, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



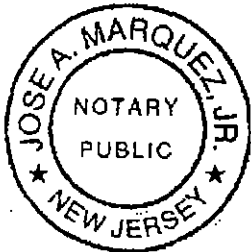
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26th day of September, 2005

[Signature]
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

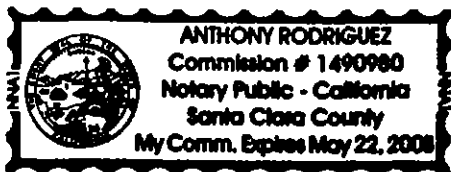
County of Santa Clara

ss.

On September 27, 2005 before me, Anthony Rodriguez, Notary Public, personally
appeared John B. Georges
Date Name of Signer(s)

- ☒ Personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and
acknowledged to me that he/~~she/it~~ executed
the same in his/~~her/its~~ authorized capacity(ies),
and that by his/~~her/its~~ signature(s) on the
instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the
instrument



(Affix Seal Above)

WITNESS my hand and official seal

Anthony Rodriguez
Signature of Notary Public

OPTIONAL

Though the information is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: License and Permit Bond

Document Date: September 26, 2005 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: John B. Georges

- ☐ Individual
☒ Corporate Officer - Title (s): President and CEO
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is representing: NextG Networks of Illinois, Inc.

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
09/15/2005PRODUCER
Woodruff-Sawyer & Co.
220 Bush St., 7th Floor
San Francisco CA 94104
(415) 391-2141THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE**INSURED
NextG Networks, Inc.
2216 O'Toole Avenue
San Jose, CA 95131INSURER A: Hartford Casualty Insurance Company
INSURER B: St. Paul Fire and Marine Insurance Company
INSURER C:
INSURER D:
INSURER E:**COVERAGES**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-------------|--|---------------|-------------------------------------|--------------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 57UUNTM8200 | 08/02/2005 | 08/02/2006 | EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ Included MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | |
| A | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 57UUNTM8200 | 08/02/2005 | 08/02/2006 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WVA9405524 | 08/01/2005 | 08/01/2006 | <input checked="" type="checkbox"/> WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | OTHER | | | | \$ \$ \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONSEvidence of coverage. The City of Austin, officers, employees, board members and elected representatives shall be added as additional insured parties for
any covered liability arising out of NextG's performance of work under this Use Agreement. NextG's General Liability waives any right of recovery the
company may have against the Town.**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION 10 Day Notice for Non-Payment of PremiumOffice of Telecommunications & Regulatory Affairs
City of Austin
P.O. Box 1088
Austin, TX 78767SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bucky Horn

LOAN #:

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.