

**CONSENT TO CHANGE IN CONTROL OF
NEXTG NETWORKS OF CALIFORNIA, INC.**

This Consent to Change in Control ("Consent") is granted and effective this 23rd day of February, 2012 by the City of San Diego, California (the "City") with respect to NextG Networks of California, Inc., a Delaware corporation ("NextG").

Recitals

A. NextG provides telecommunications services to wireless carriers through distributed antenna systems and other facilities located within the United States.

B. The City and NextG entered into a Use and Occupancy Permit effective November 1, 2010 ("Permit") that provides, in relevant part, as follows:

24.1 Assignment.

24.1.1 For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this permit by Permittee or by any partners, principals, or controlling shareholders of Permittee, and if Permittee is other than a natural person, the transfer of a controlling interest in Permittee or any of Permittee's general partners, principals, or controlling shareholders.

24.1.2 Permittee shall not assign this Permit, or any interest in this Permit, without City's prior written consent, which consent shall be in City's sole discretion. However, if the Assignment is to a parent, subsidiary, or other affiliate of Permittee, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of Permittee's stock or assets, and such parent, subsidiary, affiliate, successor-in-interest, or entity is of the same or greater financial soundness as Permittee to perform all of Permittee's obligations under this Permit, Permittee shall provide written notice to City of the Assignment and sufficient documentation demonstrating the financial soundness of the assignee no less than thirty (30) calendar days prior to the effective date of the Assignment, and only in such instance, shall City's prior written consent for the Assignment not be required. Notwithstanding the foregoing, Permittee shall not, under any circumstances, assign this Permit, or any interest in this Permit, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.

24.1.3 City's consent to any Assignment pursuant to Section 24.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provision of this Permit which are applicable to the rights acquired. City may further require that this Permit be revised to comply with the then-current use and occupancy permit requirements.

C. NextG is a wholly-owned subsidiary of NextG Networks, Inc., a Delaware corporation ("Parent"). On December 15, 2011, Parent entered into an Agreement and Plan of Merger with, among others, Crown Castle International Corp. (NYSE:CCI), a Delaware corporation ("CCI"), whereby Parent will become a wholly-owned indirect subsidiary of CCI and a wholly-owned direct subsidiary of Crown Castle Solutions Corp. ("Solutions"), and thereby effect a change in control of Parent (sometimes referred to as the "Merger").

D. NextG will remain a separate and existing legal entity following the Merger, and accordingly, the parties to the Permit will remain unchanged upon and after the effective date of the change of control transaction.

E. The City is willing to grant its prior written consent to the change in control of NextG as provided under the Permit on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the parties hereby agree as follows:

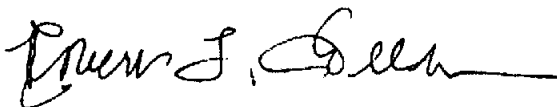
1. Effective as of the date of this Consent, the City hereby grants its consent to the change in control of NextG as provided under the Permit in connection with the Merger.
2. This Consent shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that otherwise govern under the principles of conflicts of laws.
3. This Consent shall be binding upon and inure to the benefit of the parties to this Consent and their respective designees, affiliates, successors and assigns.
4. This Consent may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, whether in original or facsimile form, it being understood that all parties need not sign the same counterpart.

[no further text; signature page follows]

In witness whereof, the parties have executed this Consent effective as of the date first shown above.

**NEXTG NETWORKS OF
CALIFORNIA, INC.**

CITY OF SAN DIEGO



By _____

Robert L. Delsman
Senior Vice President
Government Relations & Regulatory Affairs

By 

DAVID SANDOVAL
Printed Name

DEPUTY DIRECTOR, REAL ESTATE
Title

Date: 2/23/12

APPROVED AS TO FORM:



Leslie Fitzgerald
Printed Name

Deputy City Attorney
Title

Date: 2-23-12