

Ordinance No. BL2019- 51

An ordinance approving the transfer of the franchise rights held by Access Fiber Group, Inc. to Crown Castle Fiber LLC (Proposal No. 2019M-035AG-001).

Whereas, pursuant to Chapter 6.26 of the Metropolitan Code of Laws, a franchise was granted to Access Fiber Group, Inc. by Ordinance No. BL2009-607, a copy of which is attached hereto as Exhibit A (the Franchise); and,

Whereas, on December 31, 2018, Access Fiber Group, Inc. was merged into its affiliate, Crown Castle Fiber LLC, a New York limited liability company organized on December 24, 2001; and,

Whereas, by virtue of the merger, the assets, contract rights, debts, and obligations of Access Fiber Group, Inc. have been vested into Crown Castle Fiber LLC; and,

Whereas, Section 6.26.290 of the Metropolitan Code of Laws provides as follows:

Neither the franchise, the assets held by grantee under the franchise ordinance codified in this chapter, nor any rights or privileges of grantee under the franchise ordinance codified in this chapter, grantee's system capacity, or allowance of access to grantee's system, either separately or collectively, shall be sold, resold, assigned, transferred or conveyed by grantee to any other person, firm, corporation, affiliate or entity, without the written consent of the metropolitan government by ordinance of the council, which permission shall not be unreasonably withheld...;

and,

Whereas, Crown Castle Fiber LLC has executed an Acknowledgement and Assurance (a copy of which is attached hereto as Exhibit B), acknowledging its understanding of the obligations imposed by the Franchise and assuring of its ability and willingness to meet those obligations; and,

Whereas, at Metro's request, Crown Castle Fiber LLC provided updated maps showing the locations of the Franchisee's infrastructure in the public rights of way, copies of which are attached hereto as Exhibit C; and,

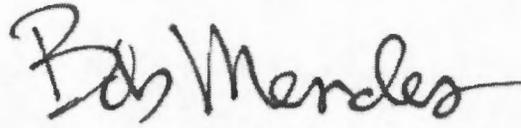
Whereas, Crown Castle Fiber LLC has obtained a replacement bond and certificate of insurance in its own name, to replace those previously provided to the Metropolitan Government by Access Fiber Group, Inc., copies of which are attached hereto as collective Exhibit D, consistent with the requirements of Sections 6.26.200 and 6.26.210 of the Metropolitan Code of Laws.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the transfer of the franchise rights held by Access Fiber Group, Inc., pursuant to BL2009-607, to Crown Castle Fiber LLC is hereby approved.

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Bob Mendes". The signature is written in a cursive style with a long horizontal stroke at the end.

Bob Mendes
Councilmember At-Large

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Kathleen D Murphy

Kathleen Murphy
Councilmember, District 24

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Angie E. Henderson

Angie Henderson
Councilmember, District 34

Section 2. That this Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Grubbs
Director of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

JMC
Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE:

BC
Director of Insurance

BILL NO. BL2009- 607

An ordinance granting a franchise to Access Fiber Group, Inc., to construct, operate, and maintain a telecommunications system within Metropolitan Nashville and Davidson County under the provisions of Metropolitan Code of Laws, Title 6, Chapter 26. (Proposal No. 2009M-003FR-001)

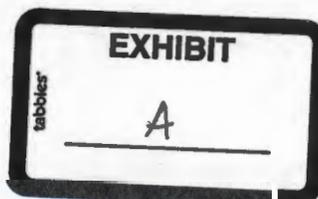
WHEREAS, in Metropolitan Code of Laws, Title 6, Chapter 26 (the Fiber Optic Franchise Ordinance), the Council of The Metropolitan Government of Nashville and Davidson County established terms and conditions for any company wishing to construct, operate, and maintain a telecommunications system in the public right-of-ways, using fiber optic cable, in whole or in part; and,

WHEREAS, Access Fiber Group, Inc., 201 Summit Parkway, Birmingham, Alabama, 35209, has duly filed an application for such a franchise and is financially capable to construct, maintain, and operate a telecommunications system; and,

WHEREAS, Access Fiber Group, Inc.'s application for a franchise has been approved by the Metropolitan Planning Commission; and,

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

SECTION 1. That a franchise to construct, operate and maintain a telecommunications system, as defined by the Metropolitan Code of Laws, Title 6, Chapter 26, within Metropolitan Nashville and Davidson County is hereby granted to Access Fiber Group, Inc. (hereinafter "Grantee") in accordance with the terms and conditions of the Fiber Optic Franchise Ordinance, and for a term of fifteen (15) years.

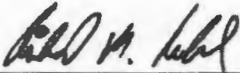


SECTION 2. That the Telecommunications Franchise Contract by and between The Metropolitan Government of Nashville and Davidson County and Grantee, which contract is attached hereto and by reference made a part of this Ordinance, is hereby approved and the Metropolitan Mayor is hereby authorized to execute said contract.

SECTION 3. That in all matters concerning the rights-of-way, the Grantee will comply with the provisions of the Americans With Disabilities Act of 1990, as amended, and the Rehabilitation Act of 1973.

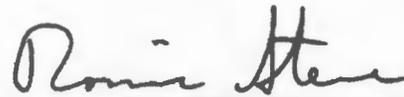
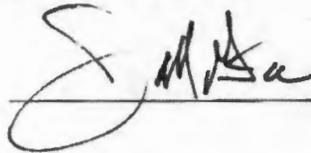
SECTION 4. That this Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

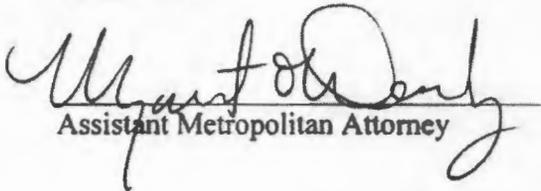


Richard M. Riebeling
Director of Finance

INTRODUCED BY:



APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

MEMBERS OF COUNCIL

**TELECOMMUNICATIONS FRANCHISE CONTRACT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
ACCESS FIBER GROUP, INC.**

THIS FRANCHISE AGREEMENT is entered into this 29th day of October, 2009 by and between The Metropolitan Government of Nashville and Davidson County and Access Fiber Group, Inc., a Delaware corporation duly authorized to do business in the State of Tennessee (hereinafter "Grantee").

WITNESSETH

WHEREAS, Grantee has duly filed its application for a telecommunications franchise pursuant to the terms of Metropolitan Code of Laws Chapter 6.26; and,

WHEREAS, the grant of a franchise to Grantee has been approved by the Metropolitan Planning Commission in accordance with Section 11.505 of the Charter of The Metropolitan Government of Nashville and Davidson County; and,

WHEREAS, the grant of a telecommunications franchise to Grantee has been approved by ordinance of the Council of The Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, pursuant to the authority granted by the Charter of The Metropolitan Government of Nashville and Davidson County and by Metropolitan Code of Laws Chapter 6.26, and for good and valuable consideration, The Metropolitan Government of Nashville and Davidson County hereby grants a telecommunications franchise to Grantee subject to the following terms and conditions:

1. Grantee's application for a franchise to construct and operate a telecommunications system using fiber optic cable in whole or in part, which complete

application was filed in the Office of the Metropolitan Clerk on September 8, 2009, and which is incorporated herein by reference is hereby accepted by The Metropolitan Government of Nashville and Davidson County ("Metropolitan Government").

2. Pursuant to the terms of said application and the provisions of Metropolitan Code of Laws Chapter 6.26, Grantee is hereby awarded a franchise to construct, maintain and operate a telecommunications system, as defined in said ordinance, within Metropolitan Nashville and Davidson County.

3. Grantee hereby agrees to and accepts the terms and conditions contained in Metropolitan Code of Laws Chapter 6.26, which is hereby incorporated into this contract by reference.

4. Grantee acknowledges that the lawfulness of the compensation provisions set forth in Chapter 6.26 have been challenged in the Chancery Court for Davidson County, Tennessee. Grantee specifically acknowledges that the Metropolitan Government is permitted to collect a franchisee fee that is reasonably related to the Metropolitan Government's costs associated with owning, managing, and maintaining public rights-of-way. Grantee agrees that the consideration provisions set forth in Chapter 6.26 are fair and reasonable, and knowingly waives any right to challenge whether the consideration set forth therein is reasonably related to the Metropolitan Government's costs associated with owning, managing, and maintaining public rights-of-way. Additionally, Grantee hereby waives any right to challenge the validity of the terms of this paragraph and the compensation owed to the Metropolitan Government under this paragraph. Furthermore, Grantee agrees that if the consideration provisions set forth in Chapter 6.26 are ever deemed invalid, Grantee will pay a franchisee fee that is reasonably related to the Metropolitan Government's costs associated with owning, managing, and maintaining public rights-of-way, as determined by a court of competent jurisdiction. Grantee specifically

acknowledges that its obligation to compensate the Metropolitan Government for use of public rights-of-way is an essential term of the parties' agreement that cannot be waived or severed. Grantee acknowledges that if its obligation to compensate the Metropolitan Government under this agreement is ever deemed wholly invalid by a court of competent jurisdiction, this franchise agreement shall be void in its entirety; the franchisee shall immediately cease all use under this franchise agreement of the Metropolitan Government's rights-of-way; and the Metropolitan Government shall have a remedy in equity against the franchisee for its past use of these rights-of-way.

5. Grantee understands and acknowledges that the Metropolitan Government intends to enact a franchise ordinance that will supplant Chapter 6.26. Grantee acknowledges that if and when such a substitute ordinance is passed, Grantee's rights and obligations, including the applicable franchise fee, shall be determined by the new ordinance, and that the compensation specified in that ordinance shall become the compensation owed by Grantee under this agreement as if the applicable terms of the ordinance were set forth herein.

6. Grantee shall, prior to execution of this Franchise Contract, file with the Metropolitan Government Director of Insurance and Safety a bond and certificate of insurance meeting the requirements of Metropolitan Code of Laws Chapter 6.26. Grantee shall not commence construction, operation or activation of its telecommunications system until these bond and insurance requirements are satisfied.

7. Grantee warrants that it has the financial capability to construct, maintain, and operate a telecommunications system and to comply with the provisions of Metropolitan Code of Laws Chapter 6.26.

8. Grantee shall provide no service regulated by the Federal Communications Commission and/or the Tennessee Public Service Commission until it has received all necessary

approvals and permits from said commissions.

9. The Metropolitan Government of Nashville and Davidson County agrees to use its best efforts to preserve the confidentiality of information designated by Grantee as proprietary, to the extent permitted by law.

10. The time within which Grantee shall be required to perform any act under the franchise ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, civil disturbances, fire, unavoidable casualty, construction delays due to weather, or other similar causes beyond the control of Grantee. Grantee shall not be excused from performance of any of its obligations under Metropolitan Code of Laws Chapter Metropolitan Code of Laws Chapter 6.26, by misfeasance or malfeasance of its directors, officers or employees or by mere economic hardship.

11. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither part is authorized to, nor shall either party act toward third persons or the public in the manner which would indicate any such relationship with the other.

12. Upon the execution of this Franchise Contract, said Franchise Contract shall be deemed to constitute a contract by and between Grantee and The Metropolitan Government of Nashville and Davidson County.

13. This Franchise Contract and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and can be amended, supplemented, modified, or changed only as provided in Metropolitan Code of Laws Chapter 6.26, Section 6.26.030C.

IN WITNESS WHEREOF, the Grantee and The Metropolitan Government of Nashville

and Davidson County have executed this Franchise Contract by signatures of their lawfully designated representatives, on the date first above written.

METROPOLITAN MAYOR:

161 # 11
Honorable Karl F. Dean *KFD*

GRANTEE:

Access Fiber Group, Inc.

By: [Signature]

Name: Daniel T. Moore

Title: President and CEO

APPROVED AS TO FORM & LEGALITY:

[Signature]
Metropolitan Attorney

Sworn to and subscribed before me a Notary Public, this 29th day of October, 2009.

[Signature]
Notary Public

APPROVED AS TO AVAILABILITY OF FUNDS:

[Signature]
Director of Finance

My Commission Expires Janice G. Gallagher
Notary Public, Alabama State At Large
My Commission Expires 4/18/12

APPROVED AS TO RISK & INSURANCE:

[Signature]
Director of Insurance

FILED WITH THE OFFICE OF THE METROPOLITAN CLERK:

[Signature]
26-2009-607

DATE: 2/4/2010

FRANCHISE BOND

Bond Number 41172795

KNOW ALL MEN BY THESE PRESENTS, that we, Access Fiber Group, Inc as PRINCIPAL and Platte River Insurance Company, a corporation organized under the laws of the Nebraska, duly authorized to transact business in the Tennessee as SURETY, having an office at 350 Sansome Street, San Francisco, CA 94104, are held and firmly bound unto the The Metropolitan Government of Nashville and Davidson County as OBLIGEE, in the penal sum of Five Hundred Thousand 00/100 (\$500,000.00), lawful money of the United States of America, for payment, of which sum, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, they said PRINCIPAL has or is about to enter into a telecommunication franchise contract dated November 19, 2009 with the said OBLIGEE, and

WHEREAS, the said agreement provides that Access Fiber Group, Inc has or is about to obtain from the OBLIGEE a telecommunication franchise.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden PRINCIPAL shall well and truly keep, do, and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by the said PRINCIPAL kept, done and performed at the time in the manner in said contract specified and shall pay over, make good and reimburse to the above named OBLIGEE, all loss and damage which said OBLIGEE may sustain by reason of failure or default on the part of the said PRINCIPAL, then this obligation shall be void; otherwise, to be and remain in full force and effect.

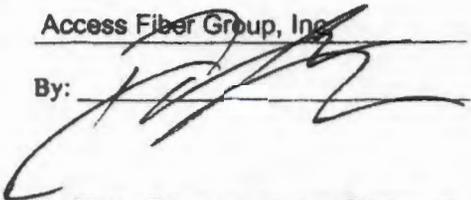
PROVIDED, HOWEVER, that by the acceptance of this bond, the said OBLIGEE hereby agrees and consents to the following conditions even though same may not be detailed or specified in the said Agreement, or contrary to the terms and conditions of the Agreement.

1. The term of the bond shall commence on November 19, 2009 and shall terminate on November 19, 2010.
2. This bond may be continued from year to year, at the option of the SURETY, by the execution of a Continuation Certificate executed by the PRINCIPAL and SURETY.
3. The Surety shall notify The Metropolitan Government of Nashville and Davidson County by registered mail sixty (60) days in advance of their intent to non-renew or cancel this bond.
4. In no event, whatsoever, shall the cancellation or non-renewal of this annual bond by the Surety constitute a default under the terms and conditions of the surety bond and result in a claim to the Surety.

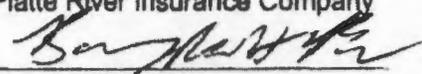
5. The Aggregate liability of the SURETY for any and all defaults of the PRINCIPAL herein under shall in no way whatsoever exceed the penal sum of this bond and that the liability of the SURETY shall in no way be cumulative from year to year.

SIGNED, SEALED AND DATED this 20th day of November, 2009 .

Access Fiber Group, Inc

By: 

Platte River Insurance Company

By: 

Barry Robert Page, Attorney in Fact

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41172795

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JOHN T PAGE, BARRY ROBERT PAGE, SHARON M SMITH, BRENNNA C PAGE, PATRICK S FILLMORE

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT \$2,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to 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 Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007

Attest:

David F Pauly
David F Pauly
Chairman & CEO



PLATTE RIVER INSURANCE COMPANY

James J McIntyre
James J. McIntyre
President

STATE OF WISCONSIN } ss
COUNTY OF DANE

On the 1st day of January, 2007 before me personally came James J McIntyre, to me known, who being by me duly sworn, did depose and say, that he resides in the County of Dane, State of Wisconsin, that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W Krueger

Daniel W Krueger
Notary Public Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } ss
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of November, 2007



Alan S Ogilvie
Alan S Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-PCA (8-07)

ACKNOWLEDGMENT

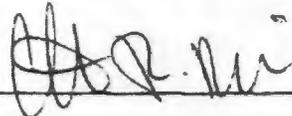
State of California
County of Sacramento

On 11/20/2009 before me, Christine R. Boscacci, Notary Public
(insert name and title of the officer)

personally appeared Barry Robert Page
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





CERTIFICATE OF LIABILITY INSURANCE

OP ID SMAR
ACCFI-1

DATE (MM/DD/YYYY)

12/04/09

PRODUCER Neace Lukens - Atlanta 2839 Paces Ferry Road, Ste 120 Atlanta GA 30339 Phone: 678-486-8600 Fax: 678-486-8604		INSURERS AFFORDING COVERAGE		NAIC # 19682
INSURED Access Fiber Group, INC. 201 Summit Parkway Birmingham AL 35209		INSURER A Hartford Fire Insurance Co.		
		INSURER B		
		INSURER C		
		INSURER D		
		INSURER E		

THIS 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

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	20UUNIX3915	08/10/09	08/10/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	20RHUIX3643	08/10/09	08/10/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificated Holder is Named Additional Insured

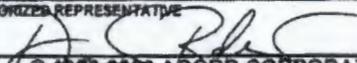
CERTIFICATE HOLDER

CANCELLATION

METNA-3
 Metropolitan Nashville
 Metropolitan Clerk
 Metropolitan Courthouse
 Room 205
 Nashville, TN 37201

SHOULD 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



ACORD 25 (2009/01)

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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

This Certificate of Insurance 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2009

PRODUCER (205) 631-2023
PEACOCK INSURANCE
 524 DECATUR HWY
 SUITE 110
 GARDENDALE AL 35071-
 INSURED
ACCESS FIBER GROUP INC
 201 SUMMIT PKWY
 Birmingham AL 35209-

THIS 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	NAIC #
INSURER A: GCAC	
INSURER B:	
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____	ALC9583110	07/20/2009	07/20/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 METROPOLITAN NASHVILLE IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER	CANCELLATION
() - () - METROPOLITAN NASHVILLE METROPOLITAN COURTHOUSE ROOM 205 NASHVILLE TN 37201-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

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.

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. BL2009-607

2009 DEC -7 PM 4:08

FILED
METROPOLITAN
CLERK

An ordinance granting a franchise to Access Fiber Group, Inc., to construct, operate, and maintain a telecommunications system within Metropolitan Nashville and Davidson County under the provisions of Metropolitan Code of Laws, Title 6, Chapter 26. (Proposal No. 2009M-003FR-001)

Introduced DEC 15 2009

Passed First Reading DEC 15 2009

Amended _____

Passed Second Reading JAN 19 2010

Passed Third Reading FEB 2 2010

Approved FEB 3 2010

By [Signature]
Metropolitan Mayor

Advertised _____

Effective Date _____

Crown Castle Fiber LLC

BY: _____

[Handwritten Signature]

NAME: Amanda M. Brown

TITLE: Government Relations Counsel

I HEREBY CERTIFY, that on this 8th day of April 2019, before me, the subscriber, a Notary Public of the state of Georgia, in and for Crown Castle Fiber LLC aforesaid, personally appeared Amanda M. Brown of Crown Castle Fiber LLC and acknowledged the foregoing Acknowledgement and Assurance by Crown Castle Fiber LLC, in _____, _____, to be the act and deed of said limited liability company.

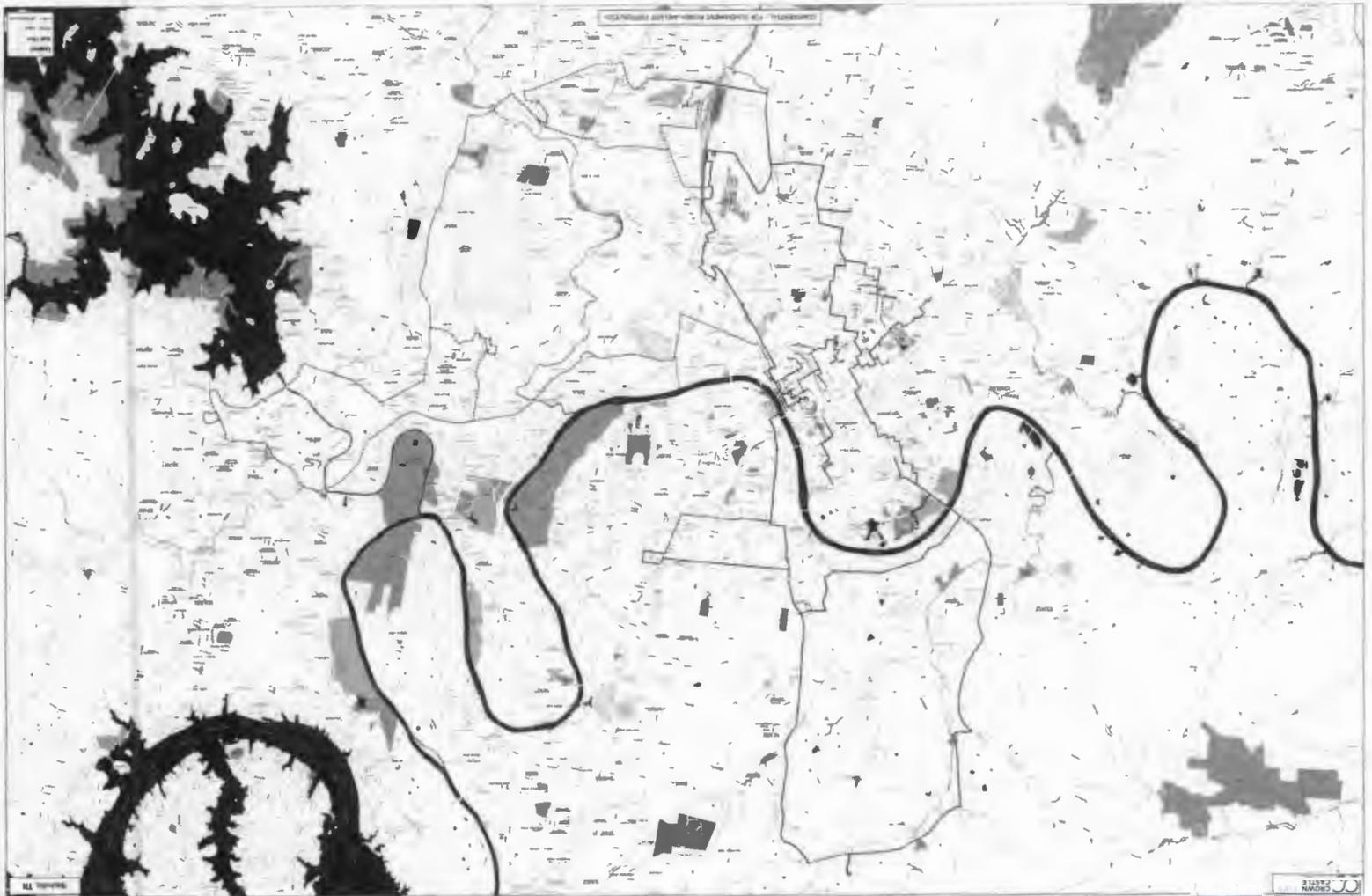
As WITNESS my hand and Notary Seal.

[Handwritten Signature]

Notary Public



EXHIBIT
C
tabbles



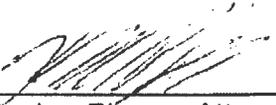
CONTINUATION CERTIFICATE

The Westchester Fire Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. K09217800 in the sum of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) Dollars, on behalf of Crown Castle Fiber LLC in favor of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY subject to all the conditions and terms thereof through June 23, 2020 at location of risk.

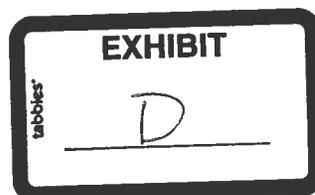
This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 21 day of June, 2019.

Westchester Fire Insurance Company
Surety

By: 

Kristopher Pisano, Attorney-in-Fact



CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Aiza Anderson, Samuel E. Begun, Bryan M. Caneschi, Lorina Monique Garcia, Danielle D Johnson, Michelle Anne McMahon, Tanya Nguyen, Almee R Perondine, Mercedes Phothirath, Kristopher Pisano, Donna M Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba and Nicholas Turecamo of Hartford, Connecticut -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of April, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 17th day of April, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 60072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 21, 2019**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Miscellaneous

Bond No. : K09217800

Dated effective: 6/23/2015
(MONTH, DAY, YEAR)

executed by: ACCESS FIBER GROUP, INC., as Principal,
(PRINCIPAL)

and by: Westchester Fire Insurance Company, as Surety,
(SURETY)

and in favor of : THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY.
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Principal Name	ACCESS FIBER GROUP, INC	Crown Castle Fiber LLC

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 12/24/2018
(MONTH, DAY, YEAR)

Signed and Sealed 12/24/2018
(MONTH, DAY, YEAR)

BY: Mark J. Gaudin
Director, Risk Management TITLE
Crown Castle Fiber LLC
PRINCIPAL

BY: Samuel E. Begun
Samuel E. Begun, ATTORNEY-IN-FACT
Westchester Fire Insurance Company
SURETY

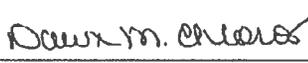
CHUBB
Power of Attorney

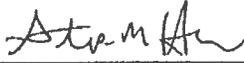
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Alza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D Johnson, Michelle Anne McMahon, Tanya Nguyen, Aimee R Perondine, Brian Peters, Jenny Rose Belen Phothisath, Mercedes Phothisath, Noah William Pierce, Donna M Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba and Jynell Marie Whitehead of Hartford, Connecticut-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on 16th day of August, 2018.


Dawn M. Chloros, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 16th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

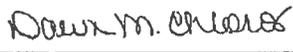
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 24, 2018




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (OCS) 803-3183 Fax (OCS) 903-3656 e-mail: surety@chubb.com

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name		5/16/2018 Edition
24/7 Chesapeake Holdings, I.L.C.	Crown Castle International Corp.	Global Signal GP I.L.C.
24/7 Mid-Atlantic Network of Virginia, I.L.C.	Crown Castle International Corp. de Puerto Rico	Global Signal Holdings III I.L.C.
24/7 Mid-Atlantic Network, I.L.C.	Crown Castle International LLC	Global Signal Holdings IV LLC
Access Fiber Group Holdings I.L.C.	Crown Castle Investment Corp.	Global Signal Operating Partnership, L.P.
Access Fiber Group, Inc.	Crown Castle Investment II Corp.	Global Signal Services I.L.C.
AirComm of Avon, L.L.C.	Crown Castle MM Holding Corp.	GoldenState Towers, LLC
Atlantic Coast Communications LLC	Crown Castle MM Holding LLC	GS Savings Inc.
CA - CLFC I.L.C.	Crown Castle MU LLC	GSPN Intangibles LLC
CC Castle International I.L.C.	Crown Castle MUPA LLC	High Point Management Co. I.L.C.
CC Edge LLC	Crown Castle NG Atlantic LLC	ICB Towers, LLC
CC Edge Solutions I.L.C.	Crown Castle NG Central LLC	InfraSource FI, I.L.C.
CC Finance LLC	Crown Castle NG East LLC	InSITE Fiber of Virginia LLC
CC FN Holdings LLC	Crown Castle NG Networks LLC	InSITE Solutions LLC
CC Holdings GS V I.L.C.	Crown Castle NG West I.L.C.	Interstate Tower Communications LLC
CC Site Acquisitions II LLC	Crown Castle Operating Company	Intracoastal City Towers LLC
CC Sunesys Fiber Networks I.L.C.	Crown Castle Operating LLC	IX2 Center, LLC
CC TM PA LLC	Crown Castle Orlando Corp.	IX2 Wilshire, LLC
CC Towers Guarantor LLC	Crown Castle PR I.L.C.	JBCM Towers LLC
CC Towers Holding LLC	Crown Castle PR Solutions I.L.C.	Light Tower Clearinghouse LLC
CC TS LLC	Crown Castle PT Inc.	Light Tower Fiber New York, Inc. (NY)
CCATT Holdings I.L.C.	Crown Castle Puerto Rico Corp.	Light Tower Holdings LLC
CCATT LCC	Crown Castle Services LLC	Light Tower Management, Inc.
CCATT PR LLC	Crown Castle Solutions LLC	Light Tower Metro Fiber LLC
CCGS Holdings Corp.	Crown Castle South I.L.C.	Lighttower Fiber Infrastructure Corp.
CCPE Acquisitions LLC	Crown Castle TDC LLC	Lighttower Fiber Networks I, LLC
CCPR VI Tower Newco LLC	Crown Castle TLA LLC	Lighttower Fiber Networks II, LLC n/k/a Crown Castle Fiber LLC
CCS & E LLC	Crown Castle Towers 05 LLC	LTS Buyer LLC
CC12 Holdings LLC	Crown Castle Towers 06-2 LLC	LTS Group Holdings LLC
CCTM Holdings LLC	Crown Castle Towers 09 LLC	LTS Intermediate Holdings A LLC
CCTMI LLC	Crown Castle Towers LLC	LTS Intermediate Holdings B LLC
CCTM2 I.L.C.	Crown Castle USA Inc.	LTS Intermediate Holdings C I.L.C.
CCIMO I.L.C.	Crown Communication I.L.C.	Md7 Capitol One, LLC
Chesapeake Fiber, I.L.C.	Crown Communication New York, Inc.	Mobile Media California I.L.C.
Coastal Antennas I.L.C.	Crown Mobile Systems, Inc.	Mobile Media National LLC
ComSite Venture, Inc.	DAS Development Corporation	Modeo LLC
Coverage Plus Antenna Systems I.L.C.	Fiber Technologies Networks, I.L.C.	MW Cell REIT I I.L.C.
Cross Connect Solutions, Inc. (PA)	Fibernet Direct Florida LLC	MW Cell TRS I LLC
Crown Atlantic Company I.L.C.	Fibernet Direct Holdings I.L.C.	NEON Transcom, Inc.
Crown Castle AS LLC	Fibernet Direct TEL LLC	NewPath Networks Holding LLC
Crown Castle Atlantic LLC	Fibernet Direct Texas LLC	NewPath Networks I.L.C.
Crown Castle Augusta LLC	Fibertech Facilities Corp. (NY)	NY - CLFC LLC
Crown Castle BP ATT LLC	Fibertech Holdings Corp.	OP 2 LLC
Crown Castle CA Corp.	Fibertech Networks, LLC	OP LLC
Crown Castle Fiber LLC f/k/a Lighttower Fiber Networks II, I.L.C.	Freedom Telecommunications, I.L.C.	P3 CIIB-1, LLC
Crown Castle GS III Corp.	Global Signal Acquisitions II I.L.C.	P3 Holdings 2014 LLC
Crown Castle GT Company I.L.C.	Global Signal Acquisitions III I.L.C.	P3 OASA-1, I.L.C.
Crown Castle GI Corp.	Global Signal Acquisitions IV I.L.C.	P3 PBA-1, LLC
Crown Castle GT Holding Sub LLC	Global Signal Acquisitions LLC	PA - CLFC I.L.C.

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name

5/16/2018 Edition

Pinnacle San Antonio L.L.C.	Towers Finco LLC
Pinnacle St. Louis LLC	TriStar Investors L.L.C
Pinnacle Towers Acquisition Holdings LLC	TVHT, LLC
Pinnacle Towers Acquisition L.L.C	WA - CLEC LLC
Pinnacle Towers Asset Holding L.L.C	WCP Wireless Lease Subsidiary, LLC
Pinnacle Towers Canada, Inc.	WCP Wireless Site Funding LLC
Pinnacle Towers III LLC	WCP Wireless Site Holdco LLC
Pinnacle Towers Limited	WCP Wireless Site Non-RE Funding LLC
Pinnacle Towers LLC	WCP Wireless Site Non-RE Holdco LLC
Pinnacle Towers V Inc.	WCP Wireless Site RE Funding L.L.C
PR Site Development Corporation	WCP Wireless Site RE Holdco L.L.C
PR TDC Corporation	Wilcon Holdings LLC
Princeton Ancillary Services II L.L.C	Wilcon Operations LLC
Princeton Ancillary Services III L.L.C	Wilshire Connection, LLC
Radio Station WGLD L.L.C	Wilshire Services, LLC
RGP Tower Group, L.L.C	Wireless Funding, LLC
Shaffer & Associates, Inc.	Wireless Realty Holdings II, L.L.C
Sidera Networks UK Limited (UK)	Wireless Revenue Properties, LLC
Sidera Networks, Inc.	Yankee Metro Parent, Inc.
Sierra Towers, Inc.	
Sunesys Enterprise LLC	
Sunesys of Massachusetts, L.L.C	
Sunesys of Virginia, Inc.	
Sunesys, L.L.C	
Thunder Towers LLC	
Tower Development Corporation	
Tower Systems LLC	
Tower Technology Company of Jacksonville LLC	
Tower Ventures III, L.L.C	
TowerOne 2012, L.L.C	
TowerOne Allentown 001, L.L.C	
TowerOne Bethlehem 001, L.L.C	
TowerOne Doylestown, LLC	
TowerOne East Rockhill 001, L.L.C	
TowerOne Marple, L.L.C	
TowerOne Middletown 001, L.L.C	
TowerOne Middletown 002, L.L.C	
TowerOne Middletown 003, L.L.C	
TowerOne North Coventry, LLC	
TowerOne Partners, LLC	
TowerOne Richland, L.L.C	
TowerOne Upper Pottsgrove 002, L.L.C	
TowerOne Upper Pottsgrove, LLC	
TowerOne Warminster 001, L.L.C	
TowerOne Warrington 002, L.L.C	
Towers Finco II L.L.C	
Towers Finco III L.L.C	