ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 1 of 79

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-272-C

Application of **Crown Castle Fiber LLC** for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange (Including Exchange Access) Telecommunications Services in the State of South Carolina, and for Alternative and Flexible Regulation and for Approval of *Pro Forma* Consolidation of Crown Castle NG East LLC into Crown Castle Fiber LLC	)	**APPLICATION FOR CPC&N AND FOR APPROVAL OF *PRO FORMA* CONSOLIDATION**

Crown Castle Fiber LLC ("Crown Fiber") and Crown Castle NG East LLC ("CCNG-East") (together, the "Applicants"), by their undersigned counsel and pursuant to South Carolina Code Section §§ 58-9-280, 58-9-300 and 58-9-310 and the rules and regulations of the Public Service Commission of South Carolina ("Commission"), request (1) issuance to Crown Fiber of a Certificate of Public Convenience and Necessity ("CPCN") to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina and (2) approval for Applicants to complete a *pro forma* consolidation of CCNG-East into Crown Fiber (the "*Pro Forma* Consolidation") as described below.

Pursuant to S.C. Code Ann. Section 58-9-585 and the general regulatory authority of the Commission, Crown Fiber also requests that the Commission regulate its interexchange service

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 2 of 79

offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Crown Fiber also requests flexible regulation for its local exchange telecommunications services in accordance with Order No. 98-165 in Docket No. 97-467-C.

The *Pro Forma* Consolidation is part of a series of intra-company transactions that will simplify the corporate structure of the Applicants' parent company, Crown Castle International Corp. ("CCIC"). Subject to the receipt of applicable regulatory approvals, the Applicants propose to complete the *Pro Forma* Consolidation as soon as possible, subject to obtaining other regulatory or third party consents. Further, in the event that the Commission is unable to approve this Application prior to the completion of the *Pro Forma* Consolidation, Applicants request that the Commission grant the approval on a *nunc pro tunc* basis such that the approval is effective upon the completion of the *Pro Forma* Consolidation.

Since CCNG-East will be consolidated with Crown Fiber under the CPCN that Crown Fiber is seeking, Applicants request that the CPCN for CCNG-East be cancelled upon notification that the *Pro Forma* Consolidation is complete.

Applicants submit the following information in support of this request.

I. INTRODUCTION

1. The name and addresses of the Applicants are:

The legal name and the address for the corporate headquarters of Applicants are:

Crown Castle Fiber LLC
Crown Castle NG East LLC
1220 Augusta Drive, Suite 600
Houston, TX 77057
Tel: 713-570-3000

Applicants' business address is:

2000 Corporate Drive
Canonsburg, PA 15317
Tel: 724-416-2000

2. Correspondence concerning this Application should be directed to Applicant's attorneys:

John J. Pringle, Jr.
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 343-1270
Fax: (803) 779-4749
jack.pringle@arlaw.com

with a copy to:

Tamar Finn
Brett P. Ferenchak
Patricia Cave
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Phone: (202) 739-3000
Fax: (202) 739-3001
tamar.finn@morganlewis.com
brett.ferenchak@morganlewis.com
patricia.cave@morganlewis.com

Following the grant of this Application, the Commission should direct all correspondence directly to Applicant's regulatory contact:

Fernanda Biehl
Manager, Regulatory Affairs – Fiber
Crown Castle Fiber
2000 Corporate Drive
Canonsburg, PA 15317
Tel: 703-434-8533
Fax: 703-434-8510
PUC.Correspondence@crowncastle.com

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 3 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 4 of 79

3. **In support of this Application, the following exhibits are attached hereto:**

Exhibit A – Formation Documents for Crown Fiber
Exhibit B – Amended Certification of Authority to Operate in South Carolina for Crown Fiber
Exhibit C – Proposed Tariff
Exhibit D – Financial Information
Exhibit E – Management Biographies
Exhibit F – Current and Post-*Pro Forma* Consolidation Charts
Exhibit G – Sample Customer Notice
Exhibit H – Proposed Notice of Filing

II. DESCRIPTION OF THE APPLICANTS

1. General Information

Crown Fiber's legal name is Crown Castle Fiber LLC. Crown Fiber is a New York limited liability company formed on December 24, 2001. A copy of its formation documents, as amended, are attached hereto as **Exhibit A**. Attached as **Exhibit B** is a copy of Crown Fiber's Certificate of Authority to Transact Business as a foreign limited liability company in South Carolina.

CCNG-East's legal name is Crown Castle NG East LLC. CCNG-East is a Delaware limited liability company. A copy of its formation documents, as amended, and Certificate of Authorization to transact business as a foreign limited liability company in South Carolina were previously provided in Docket No. 2006-305-C and are incorporated by reference.

Applicants are indirect, wholly owned subsidiaries of CCIC, a publicly traded corporation (NYSE: CCI) that is incorporated under the laws of the State of Delaware. Please see Section V, below, for additional information regarding Applicants' current and post-*Pro Forma* Consolidation ownership structure. Since January 1, 2014, CCIC has operated as a real estate investment trust ("REIT") for U.S. federal income tax purposes. CCIC, through certain of its indirect subsidiaries, owns, operates, leases, or manages approximately 60,000 route miles of fiber and 40,000 towers and rooftop sites for wireless communications equipment with a

significant presence in the top 100 U.S. markets. Subsidiaries of CCOC, including Applicants, provide transport, backhaul, and distributed antenna system ("DAS")/small cell services as well as dedicated point-to-point telecommunications services.

Applicants or their affiliates are authorized to provide telecommunications services in the District of Columbia and all states except Alaska, Montana and Wyoming. Crown Fiber is currently authorized to provide intrastate telecommunications service in Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Texas, Vermont, and Virginia. CCNG-East is authorized to provide resold and facilities-based local exchange and interexchange services in South Carolina pursuant to a Certificate granted in Docket No. 2006-305-C on February 1, 2007. Applicants are also authorized to provide interstate telecommunications services by the Federal Communications Commission. Upon completion of the *Pro Forma* Consolidation, Crown Fiber will be authorized to provide telecommunications services in the same jurisdictions as its affiliates. Crown Fiber has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any authority.

2. **Description of Proposed Services of Crown Fiber**

Crown Fiber seeks authority to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services. Crown Fiber's business is building communications solutions for enterprise and carrier customers individually for each project's needs. Crown Fiber will primarily provide Private Line, including Ethernet and Wavelength, services to wholesale (e.g., other carriers), and customers in government, health care, education, financial services, and other enterprises. Crown Fiber may also provide Dark

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 5 of 79

Fiber, Dedicated Internet Access and Collocation services to these classes of customers should the market warrant such services. Crown Fiber will primarily provide services using its own facilities and facilities leased from other carriers, but also seeks authority to provide service for resale.

Crown Fiber will offer interexchange telecommunications statewide. Crown Fiber seeks authority to provide local exchange services in all areas that are currently open, or become open in the future, to competition so that it may expand into other services as market conditions warrant. However, to the extent Crown Fiber provides local exchange services, it will initially do so in the areas served by AT&T and does not plan to provide service in areas of any rural local exchange carriers.

Crown Fiber will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Crown Fiber will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina.

Crown Fiber has not yet entered into or requested interconnection/resale agreements in South Carolina as such agreements are not required to provide the services it will offer as described above.

Crown Fiber's proposed tariff setting forth the terms, conditions, rates, charges and regulations pursuant to which Crown Fiber proposes to provide regulated telecommunications service is provided as **Exhibit C**.

3. Customer Service

Crown Fiber's planned service offerings will meet or exceed the Commission's quality of service requirements. In addition, connectivity of Crown Fiber's network will not impair the

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 6 of 79

statewide public switched network. To ensure top-quality service, Crown Fiber will be available for customer inquiries 24 hours, 7 days a week. The following toll-free number is available for end user consumer inquiries: 1-888-583-4237. The person responsible for customer service is:

Ravindra Harcharan
Head of Customer Operations – Fiber Solutions
Crown Castle Fiber
80 Central Street
Boxborough, MA 01719
Tel: 312-506-1751
Fax: 312-506-0931
ravindra.harcharan@crowncastle.com

III. QUALIFICATIONS OF CROWN FIBER

Crown Fiber possesses the requisite financial, technical and managerial capabilities to operate as a competitive telecommunications provider as described in further detail below. In fact, Crown Fiber has the same financial, technical and managerial qualifications as CCNG-East, which the Commission authorized to provide intrastate telecommunications services.

1. Financial Qualifications

Crown Fiber possesses the requisite financial resources to provide telecommunications services in South Carolina. Crown Fiber does not maintain financial statements separate from the consolidated financial statements of its ultimate parent company, CCIC. For purposes of this Application, Crown Fiber will rely on the financial statements of CCIC to demonstrate Crown Fiber's financial qualification to operate within South Carolina. The most recent annual consolidated financial statements of CCIC, excluding the notes, is attached hereto as **Exhibit D**.[1] As shown in the financial statement, Crown Fiber is financially qualified to operate within the State of South Carolina.

[1] The complete financial statements of CCIC are available at: http://investor.crowncastle.com/financial-information/sec-filings?c=107530&p=irol-sec.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 7 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 8 of 79

2. Technical and Managerial Qualifications

Crown Fiber is technically and managerially qualified to provide competitive local exchange and interexchange services in South Carolina. Crown Fiber's operations will be directed by its existing corporate management, technical, and operations staffs who are responsible for the telecommunications operations of Crown Fiber and its affiliates. The management, corporate officers and directors of Crown Fiber are:

Management Personnel

Name	Title
James D. Young	Senior Vice President and Chief Operating Officer - Fiber
Philip Olivero	Fiber Solutions Chief Technology Officer
David Mayer	Fiber Solutions General Counsel
Peter Zarrella	Fiber Solutions Vice President Finance

Corporate Officers and Directors

Name	Title
Kenneth J. Simon	Director
Daniel K. Schlanger	Director
Jay A. Brown	President and Chief Executive Officer
Daniel K. Schlanger	Senior Vice President, Chief Financial Officer and Treasurer
James D. Young	Senior Vice President and Chief Operating Officer - Fiber
Robert C. Ackerman	Senior Vice President and Chief Operating Officer – Towers and Small Cell
Philip M. Kelley	Senior Vice President – Corporate Development and Strategy
Mike Kavanagh	Senior Vice President and Chief Commercial Officer
Laura Nichol	Senior Vice President – Business Support
Kenneth J. Simon	Senior Vice President and General Counsel
Mike Meadows	Vice President – Service Delivery
Thomas D. Bone	Vice President – Tax
Robert S. Collins	Vice President and Controller
Monica Gambino	Vice President – Legal and Assistant Secretary
Edward B. Adams, Jr.	Vice President – Litigation
Neil Dickson	Vice President – Corporate and Commercial Transactions
Amy Donachy	Vice President – Internal Audit
Ben Lowe	Vice President – Corporate Finance
John Kearney	Vice President – Financial Planning and Analysis
Mike Manczka	Vice President – Operational Finance and Accounting
David O'Toole	Vice President – Sales Operations

Name	Title
Christopher Mooney	Vice President – Real Estate Acquisitions
Mark Schrott	Vice President – Fiber Solutions Integration
Angela Siebe	Vice President – Property Management
Cliff Abbio	Vice President – Fiber Network Engineering
John Timney	Vice President – Acquisition and Integration Support
Keith Monahan	Director – Acquisitions
Donald J. Reid	Secretary
Lynn Howell	Assistant Secretary
Masha Blankenship	Assistant Secretary
Mike Crawford	Tax Officer
Deborah Kelly	Tax Officer

All officers and directors may be contacted at Crown Fiber's place of business or by telephone at 978-264-6000. A description of the background of Crown Fiber's key management personnel, which demonstrates the extensive telecommunications experience of Crown Fiber's management team is provided as **Exhibit E**. Neither Crown Fiber nor any of its officers, directors, or managers have been or are currently the subject of any civil or criminal proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency that could adversely affect Crown Fiber's ability to provide telecommunications services in South Carolina.

IV. WAIVERS AND REGULATORY COMPLIANCE

Crown Fiber requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive those regulatory requirements that are inapplicable to competitive local exchange carriers because compliance with such rules would cause Crown Fiber undue hardship. Specifically, Crown Fiber requests a waiver of the following Commission Rules:

1. **10 S.C. Reg. 103-610:** Crown Fiber requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Crown Fiber maintains its records at its business offices in Boxborough, Massachusetts. As such, maintaining

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 9 of 79

a separate set of books and records in South Carolina for Crown Fiber's South Carolina operations would be unduly costly and burdensome. Crown Fiber states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request.

2. 10 S.C. Reg. 103-611: Crown Fiber requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Crown Fiber will not be subject to rate base regulation and therefore should not be subject to USOA requirements. Crown Fiber maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP").

3. In addition to the above requested waivers, Crown Fiber reserves the right to seek any regulatory waivers, which may be required for Crown Fiber to compete effectively in the South Carolina telecommunications market.

4. Flexible Regulation of Local Exchange Services: Crown Fiber respectfully requests that its local service offerings be regulated in accordance with Order No. 98-165 in Docket No. 97-467-C.

5. Alternative Regulation of Business Service Offerings. Crown Fiber requests that all of its business service offerings be regulated pursuant to Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Crown Fiber's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. ("AT&T"). Specifically, Crown Fiber requests that the Commission:

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 10 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 11 of 79

a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;

b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and

c. grant Crown Fiber the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

V. DESCRIPTION OF THE *PRO FORMA* CONSOLIDATION

The *Pro Forma* Consolidation will involve a series of planned intra-company transactions whereby certain of Crown Fiber's operating company affiliates or their operations, including CCNG-East, will be consolidated into Crown Fiber and certain of Crown Fiber's parent companies also will be consolidated. The *Pro Forma* Consolidation is being undertaken, in part, to streamline the corporate structure and operations of over 20 operating entities of CCIC that provide fiber-based services into a single unified and rebranded operating entity:[2] Crown Castle Fiber LLC. The series of planned intra-company transactions will involve a change in the intermediate corporate holding company structure between CCIC and Crown Fiber.

Upon completion of the *Pro Forma* Consolidation, Crown Fiber will be a direct, wholly owned subsidiary of Crown Castle Fiber Holdings Corp., a Delaware corporation, which is currently a Delaware limited liability company named LTS Group Holdings, LLC[3] and a direct, wholly owned subsidiary of Crown Castle Operating Company ("CCOC"). CCOC is a Delaware corporation and direct, wholly owned subsidiary of CCIC.

---

[2] Certain other operating entities that do not operate in South Carolina may be retained for other reasons.

[3] As part of the *Pro Forma* Consolidation, LTS Group Holdings, LLC will convert from a Delaware limited liability company into a Delaware corporation and be renamed Crown Castle Fiber Holdings Corp. Upon completion of the *Pro Forma* Consolidation, Crown Castle Fiber Holdings Corp. will be a direct, wholly owned subsidiary of CCOC.

Charts depicting the pre- and post- *Pro Forma* Consolidation ownership structure of Applicants are attached as **Exhibit F**.

Upon completion of the *Pro Forma* Consolidation, CCNG-East will cease to exist as a separate entity and Crown Fiber will continue providing fiber-based services to CCNG-East's existing wholesale and enterprise customers pursuant to the same contracts and other service arrangements as those customers currently have with CCNG-East. The *Pro Forma* Consolidation will be virtually seamless to customers and will not result in any change to their services. The rates, terms and conditions of their services will not change as a result of these purely intra-company changes. Customers are currently invoiced under their respective names so the only change for customers will be that invoices following consummation of the *Pro Forma* Consolidation will be sent using the Crown Castle Fiber name. All customers will be notified of the *Pro Forma* Consolidation pursuant to their contracts with CCNG-East consistent with the sample notice provided in **Exhibit G**.

As noted above, upon completion of the proposed *Pro Forma* Consolidation, CCNG-East will be consolidated into Crown Fiber and Crown Fiber will be the service provider of record. Applicants therefore request that the Commission grant any approval required pursuant to S.C. Code Ann. § 58-9-300, and cancel the Certificate of CCNG-East effective upon receipt of notice from Applicants that the *Pro Forma* Consolidation is complete.

VI. PUBLIC INTEREST CONSIDERATIONS

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. Crown Fiber will deploy and expand a competitive telecommunications infrastructure in the State, driving prices closer to costs and ensuring just and reasonable rates in addition to promoting efficiency in the delivery of

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 12 of 79

services and in the development of new services. Crown Fiber will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. Crown Fiber's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise.

These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while simultaneously promoting the availability of potentially desirable services.

The grant of this Application is consistent with S.C. Code Ann. Sec. 58-9-280(B), as amended by 1996 Act No. 354. Crown Fiber makes the following representations:

a. Crown Fiber possesses the technical, managerial and financial resources sufficient to provide the services described in this application;

b. Crown Fiber's local services will meet the service standards required by the Commission;

c. The provision of local services by Crown Fiber will not adversely impact the availability of affordable local exchange service;

d. Crown Fiber, to the extent required by this Commission, will participate in the support of universally available telephone service at affordable rates;

e. The provision of local service by the Crown Fiber will not adversely impact the Public interest.

The *Pro Forma* Consolidation is entirely internal. The *Pro Forma* Consolidation will simplify CCIC's existing corporate structure and reduce its reporting and accounting burdens and provide other operational efficiencies. The *Pro Forma* Consolidation will also allow CCIC's business units to take advantage of their core focus and strengths to the benefit of their customers. As a result of the efficiencies and focus, CCIC and its subsidiaries will become stronger competitors to the ultimate benefit of consumers.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 13 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 14 of 79

Following completion of the *Pro Forma* Consolidation, Crown Fiber will continue to provide high-quality communications services to CCNG-East's customers without interruption. The *Pro Forma* Consolidation will be virtually seamless to customers and will not result in any change to their services. The rates, terms and conditions of their services will not change as a result of these purely intra-company changes. The only change for customers will be that invoices following consummation of the Consolidation will be sent using Crown Castle Fiber LLC. A sample of the notice that will be sent to affected customers approximately 30 days prior to consummation of the transaction is provided in **Exhibit G**.

The proposed reorganization of CCIC's corporate structure will provide the company with greater flexibility for future equity and debt transactions, which will increase its access to capital and benefit Applicants' customers. In sum, these corporate structure changes will increase the overall company's efficiency and make it more attractive to potential creditors, which should improve its access to debt and equity capital. This, in turn, will enable both the holding company and its operating subsidiaries to keep their cost of capital low.

After the *Pro Forma* Consolidation is undertaken, Crown Fiber will remain technically and managerially qualified to provide competitive telecommunications services in South Carolina. Crown Fiber's operations will be directed by the existing corporate management, technical, and operations staffs responsible for the telecommunications operations of Applicants and their affiliates today. A description of the background of Crown Fiber's key personnel, which demonstrates the extensive telecommunications experience of Crown Fiber's management team, is provided as **Exhibit E**. Crown Fiber will continue to possess the requisite financial resources to provide telecommunications services in South Carolina. Crown Fiber does not maintain financial statements separate from the consolidated financial statements of its ultimate parent company,

CCIC. The most recent annual consolidated financial statement of CCIC is provided as **Exhibit D**. As shown in the financial statement, Crown Fiber will remain financially qualified to operate within the State of South Carolina following consummation of the *Pro Forma* Consolidation.

VI. CONCLUSION

For the reasons stated above, Crown Fiber respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange and interexchange (including exchange access) telecommunications services, and grant Crown Fiber's request for alternative and flexible regulation, the waivers described herein, and such other relief as is just and proper. Additionally, Applicants respectfully request that the Commission expeditiously grant approval for the *Pro Forma* Consolidation, grant the Application on a *nunc pro tunc* basis if necessary, provide any approvals necessary pursuant to S.C. Code Ann. § 58-9-300, and grant such other and further relief as is just and proper.

Respectfully submitted,

By: s/John J. Pringle, Jr.

John J. Pringle, Jr.
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 343-1270
Fax: (803) 779-4749
jack.pringle@arlaw.com

Counsel for Applicants

Dated: August 15, 2018

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 15 of 79

LIST OF EXHIBITS

Exhibit A	-	Formation Documents of Crown Fiber
Exhibit B	-	Certificate of Authority to Transact Business of Crown Fiber
Exhibit C	-	Proposed Tariff of Crown Fiber
Exhibit D	-	Financial Information of CCIC
Exhibit E	-	Management Biographies of Crown Fiber
Exhibit F	-	Current and Post-*Pro Forma* Consolidation Charts
Exhibit G	-	Sample Customer Notice
Exhibit H		Proposed Notice of Filing
Verification		

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 16 of 79

EXHIBIT A

Formation Documents of Crown Fiber

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 17 of 79

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 16, 2018.

Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 18 of 79

CT07

180516000 525

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF ORGANIZATION

OF

LIGHTOWER FIBER NETWORKS II, LLC

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: Lightower Fiber Networks II, LLC

If the name of the limited liability company has been changed, the name under which it was organized: Con Edison Communications, LLC.

SECOND: The date of the filing of the articles of organization is: December 24, 2001.

THIRD: The amendment effected by this certificate of amendment is as follows:

Paragraph 1 of the Articles of Organization relating to the name of the limited liability company is hereby amended as follows FIRST: The name of the limited liability company is Crown Castle Fiber LLC.

Executed this 16th day of May, 2018 by:

Kenneth J. Simon

Authorized Person

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 19 of 79

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

CERTIFICATE OF RESERVATION

ENTITY NAME: CROWN CASTLE FIBER LLC

DOCUMENT TYPE: RESERVATION FOR NAME CHANGE (DOM LLC)

FILED:04/20/2018 DURATION:06/20/2018 CASH#:180420000512 FILM #:180420000471

FILER:

LIGHTOWER FIBER NETWORKS II, LLC
C/O LYNN HOWELL
1220 AUGUSTA DR STE 600
HOUSTON, TX 77057-6801

ADDRESS FOR PROCESS:

REGISTERED AGENT:

** SUBMIT RECEIPT WHEN FILING CERTIFICATE **
APPLICANT NAME : LYNN HOWELL

SERVICE COMPANY: C T CORPORATION SYSTEM - 07 SERVICE CODE: 07

FEES	45.00	PAYMENTS	45.00
FILING	20.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	0.00	DRAWDOWN	45.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

109379678D DOS-1025 (04/2007)

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 20 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 21 of 79

CT07

525

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF ORGANIZATION

OF

LIGHTOWER FIBER NETWORKS II, LLC

Under Section 211 of the Limited Liability Company Law

Filers name and mailing address:

Lynn Howell
Crown Castle
1220 Augusta Drive, Suite 600
Houston, TX 77057

1 CC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 16 2018
TAX $
BY:

FILED
2018 MAY 16 PM 12:35

DRAWDOWN
Cst Ref: 10975593JC

RECEIVED
2018 MAY 16 AM 11:52

543

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 22 of 79

EXHIBIT B

Certificate of Authority to Transact Business of Crown Fiber

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

CROWN CASTLE FIBER LLC,
a limited liability company duly organized under the laws of the State of New York, and issued a certificate of authority to transact business in South Carolina on January 8th, 2016, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 6th day of August, 2018.

Mark Hammond

Mark Hammond, Secretary of State

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 23 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 24 of 79

EXHIBIT C

Proposed Tariff of Crown Fiber

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 25 of 79

Crown Castle Fiber LLC

Tariff Schedule Applicable to

Facilities-Based and Resold Intrastate Telecommunications within

the state of South Carolina

This tariff will be maintained and made available for inspection at the Company's business office at 2000 Corporate Drive, Canonsburg, PA 15317.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

Tariff Format

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd. Revised Page 14.

C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.1
2.1.1.1.A
2.1.1.1.A.1

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 26 of 79

Check Sheet

Pages 1 through 33 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

Page	Revision	Page	Revision
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 27 of 79

Table of Contents

Subject Matter — Page

Title Sheet 1
Tariff Format 2
Check Sheet 3
1 General 5
1.1 Explanation of Symbols 5
1.2 Application of the Tariff 5
1.3 Definitions 6
2 Rules and Regulations 8
2.1 Undertaking of the Company 8
2.2 Obligations of the Customer 9
2.3 Liability of the Company 12
2.4 Customer Liability for Unauthorized Use of the Network 17
2.5 Application for Product 18
2.6 Payment Terms 19
2.7 Late Payment Charges 20
2.8 Back Billing 20
2.9 Overcharge/Undercharge 21
2.10 Customer Complaints and Billing Disputes 21
2.11 Taxes and Fees 22
2.12 Dishonored Check Charge 23
2.13 Special Customer Arrangements 23
2.14 Termination or Denial of Product 24
2.15 Unlawful Use of Product 25
2.16 Interference With or Impairment of Product 25
3 Rates and Charges 26
3.1 Rates Generally: Individual Case Basis ("ICB") 26
3.2 Calculation of Rates 26
3.3 Trial 26
4 Description of Products 27
4.1 Ethernet Product 27
4.2 Wavelength Product 31

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 28 of 79

1 General

1.1 Explanation of Symbols

(C) – To signify a changed regulation
(D) – To signify a discontinued rate or regulation
(I) – To signify an increase in a rate
(M) – To signify text or rates relocated without change
(N) – To signify a new rate or regulation or other text
(R) – To signify a reduction in a rate
(S) – To signify reissued regulations
(T) – To signify a change in text but no change in rate
(Z) – To signify a correction

1.2 Application of the Tariff

1.2.1 This tariff governs the Company's intrastate telecommunications facilities or Products that originate and terminate in the state of South Carolina. Specific Products and rates are described elsewhere in this tariff.

1.2.2 The Company's Products are available to business customers and wholesale carriers.

1.2.3 The Company's Product territory is the state of South Carolina.

1.2.4 The rates and regulations contained in this tariff apply only to the intrastate telecommunications facilities or Products furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, services, or products, provided by a local exchange carrier or other common carrier for use in accessing the Products of the Company. A communication is "intrastate" only if all points of origination and termination are located within the state of South Carolina. This tariff does not cover any un-regulated product offered by the Company.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 29 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 30 of 79

1.3 Definitions

1.3.1 "Acceptance Date" refers to the date of acceptance for each Product.

1.3.2 "Carrier," "Company" or "Utility" refers to Crown Castle Fiber LLC.

1.3.3 "Commission" means the South Carolina Public Service Commission.

1.3.4 "Circuit" means a communications path or paths between two or more points.

1.3.5 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted use of Product or who is responsible for payment of Product, and for compliance with the Company's rules and regulations.

1.3.6 "Demarcation Point" means the network interface point where Company hands off the Product to Customer. The Demarcation Point delineates where responsibility for the parties' respective networks, equipment and/or maintenance obligations begin and end.

1.3.7 "F.C.C." means the Federal Communications Commission.

1.3.8 "Individual Case Basis ("ICB")" means an arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.

1.3.9 "MRC" means monthly-recurring charge.

1.3.10 "Network" means the Company's facilities, equipment, and telecommunications used to deliver the Products provided under this tariff.

1.3.11 "NRC" means non-recurring charge.

1.3.12 "On-Net Product" means any Product that is provided between locations on the telecommunications network owned by Company.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

1.3.13 "Off-Net Product" means Product provided on a telecommunications network that is not part of the telecommunications network owned by Company, but used to provide Product to a Customer.

1.3.14 "Order Form" is a written request for Product executed by the Customer and the Company in the format required by the Company. The signing of an Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

1.3.15 "ORS" is the South Carolina Office of Regulatory Staff.

1.3.16 "Product" or "Products" means telecommunications product or products provided or licensed by the Company under this tariff.

1.3.17 "Product Term" is the term for each Product which begins on the Acceptance Date of the Order Form applicable to such Product, or on such other date as may be stated in the Order Form, and remains in effect until the expiration of the initial term specified in the applicable Order Form, which may be automatically extended for consecutive one-year renewal terms, unless either Company or Customer notifies of intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

1.3.18 "VGE" means Voice Grade Equivalent. The VGE for various circuit types are as follows:

Type of Circuit	Bandwidth	Equivalent T1's	VGE
DS-3	45	28	672
OC3	155	84	2016
OC12	622	336	8064
OC-48	2488	1344	32256
OC-192	9953	5376	129024

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 31 of 79

2 Rules and Regulations

2.1 Undertaking of the Company

The Company undertakes to furnish Ethernet and Wavelength to business customers and wholesale carriers within the state of South Carolina. Subject to the approval by the Commission if required, the Company may offer other telecommunications Products in the future. To the extent that it is required, such future offerings will be set forth in transmittals and revised tariff pages detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Order Form, Customers may connect Products and facilities provided by the Company under this tariff to obtain access to products offered by other providers. The Company is responsible under this tariff only for the Products provided hereunder, and it assumes no responsibility for any product provided by any other entity that purchases access to the Company's Network in order to originate or terminate its own products, or to communicate with its own customers.

The furnishing of Product under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Product from time to time as required at the sole discretion of the Company and consistent with the authority granted by the Commission.

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 32 of 79

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

2.2.1.1 The payment of all applicable charges specified in Order Form(s) executed by the Customer and for charges due pursuant to this tariff, including, but not limited to, taxes and fees in Section 2.12.1.

2.2.1.2 Reimbursing the Company for damage to, or loss of, Company's facilities and equipment caused by the acts or omissions of the Customer or Customer's employees, contractors, agents, or end users; or the noncompliance by the Customer or Customer's employees, contractors, agents, or end users, with these regulations, or by fire or theft or other casualty on the Customer's premises to the extent caused by the negligence or willful misconduct of the employees or agents of the Company. Customer may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Company's facilities and equipment or the Network without the prior written consent of Company. Customer may not cause any liens to be placed on any Company's facilities and equipment or the Network, and will cause any such liens to be removed within ten (10) days of Customer's knowledge thereof. Nothing herein shall prevent Company from using the Network and/or Company's facilities and equipment to provide products to other customers.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate Company's facilities and equipment installed on the Customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 33 of 79

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location and operation of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, operating, repairing, or, upon termination of Product as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.

2.2.1.6 Making Company's facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for product interruptions will be made for the period during which product is interrupted for such purposes.

2.2.1.7 Procuring, at its expense, any equipment necessary to implement or receive each Product. Company will have no obligation to install, maintain, or repair such equipment.

2.2.1.8 Securing, at its own expense, throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Company to use pathways into and in each building at which Company's or its end-user's premises is located, to the Demarcation Point. Company is responsible, at its sole cost and expense, for connecting to the Demarcation Point. Such access rights shall grant to Company the right to access such premises to the extent reasonably requested by Company to install, maintain, repair, replace and remove any and all equipment, cables or other devices Company deems necessary to provide the Product Notwithstanding the foregoing, should Company incur any expenses which are deemed to be the Customer's responsibility, Company shall be entitled to seek reimbursement, provided said reimbursement is mutually agreed upon in advance.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 34 of 79

2.2.2 With respect to any Product, Network, equipment or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 35 of 79

2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company-provided equipment and facilities is compatible with such Company's equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.4 The Company's Products (as detailed in this tariff) may be connected to the products or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariff or agreements which are applicable to such connections. The Company-provided equipment and facilities shall remain the sole and exclusive property of Company notwithstanding that it may be or become attached or affixed to real property, and nothing contained in this tariff, individually negotiated agreement, or Order Form, grants or conveys to Customer any right, title or interest in any Company-provided equipment and facilities.

2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-provided facilities and equipment.

2.3 Liability of the Company

2.3.1 Because certain errors incident to the Products and to the use of Company's equipment and facilities are unavoidable, products and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 36 of 79

2.3.2 Product Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing Product or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the Product or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of connections, facilities, or Product; or for culpable conduct of the Customer or failure of equipment, facilities or connections provided by the Customer.

2.3.3 Claims of Misuse of Product

2.3.3.1 The Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against the following: (i) claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; (ii) claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and (iii) all other claims arising out of any act or omission of the Customer in connection with the Products and facilities provided by the Company.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 37 of 79

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of Product or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in a hazardous or environmentally sensitive location or atmosphere. Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Product in a hazardous or environmentally sensitive area and not due to the gross negligence or willful misconduct of the Company.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 38 of 79

2.3.6 Product at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore Product at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall indemnify and save the Company, its employees, agents and managers harmless from and against injury to or death of any person or damage to tangible property which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

2.3.8 Limitation of Liability

2.3.8.1 The Company's liability for any failure or defect or interruption in Product is limited to credits against monthly recurring charges as specifically set forth in Order Forms or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable Product was unavailable and such unavailability was not due to Force Majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its Product locations, or act or omission of Customer.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 39 of 79

2.3.8.2 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF REVENUES OR PROFIT, LOSS OF GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR PRODUCTS, DOWNTIME COSTS OR ANY CLAIM FOR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder, nor shall any credit or remedy be extended for any delay or failure to fulfill any obligation under this tariff, if such failure or delay is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 40 of 79

2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Products provided under this tariff.

2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for Products provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Products or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Product charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges,

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of Product, and any charges for reconnection of Product, incurred as a result of unauthorized use of the Network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the Network without payment or with the intent to avoid payment for the Product;

2.4.1.4.B Using or attempting to use the Network in a manner to violate the law.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 41 of 79

2.5 Application for Product

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all Products furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet Product demands.

2.5.2 Cancellation of Product

If Customer cancels an Order Form, Customer is responsible for payment of

all non-recurring charges and monthly recurring charges that would be due during the term of the Order Form.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 42 of 79

2.6 Payment Terms

2.6.1 Product will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. The monthly-recurring charge associated with the Product shall begin to accrue on the Acceptance Date of such Product as stated in the applicable Order Form and will continue until the expiration of the Order Form. Product will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this tariff or individually negotiated agreement.

2.6.2 The Customer is responsible for payment of all charges for Product furnished to the Customer. The Company will invoice Customer for any NRC associated with the Product upon or after execution of the applicable Order Form. The MRC associated with the Product will be invoiced and shall be payable in advance, except Customer usage based charges (if any) associated with the Product which will be billed in arrears. A MRC charge for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Term specified in the applicable Order Form.

2.6.3 The Company reserves the right to require from an applicant for Product advance payments of recurring charges and non-recurring charge(s). The advance payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the Product or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non- recurring charges for the special construction. The advance payment will be applied to any indebtedness for the Product and facilities for which the advance payment is made on the Customer's initial bills.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 43 of 79

2.7 Late Payment Charges

2.7.1 The undisputed portions of the invoice must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. Customer may in good faith dispute charges set forth in an invoice, provided Customer notifies Company of such dispute in writing no later than sixty (60) days after the date of the invoice pursuant to paragraph 2.10.1 below.

2.7.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.10.2), in addition to a late payment charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

2.8 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled Product, or adjust upward a bill previously rendered, for a period of two years after the Product was rendered.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 44 of 79

2.9 Overcharge/Undercharge

2.9.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.9.2 When a Customer has been undercharged, the amount shall be billed to the Customer and the Customer will be allowed to pay the outstanding amount installments over a six (6) month period.

2.10 Customer Complaints and Billing Disputes

2.10.1 Customers must notify the Company of billing or other disputes in writing no later than sixty (60) days after the date of the invoice and shall submit a documented claim with detailed information in writing for the disputed amount and pay the undisputed amounts in accordance with paragraphs 2.7.1 and 2.7.2. Failure of Customer to so notify Company of any dispute shall constitute a waiver by Customer of any dispute. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer care representatives may be contacted at:

2000 Corporate Drive
Canonsburg, PA 15317
Toll-free Telephone: (888) 583-4237
Attn: Accounts Receivable Department

2.10.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.10.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 45 of 79

2.10.3 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 20005
(803) 737-5230 (Telephone)
(800) 922-1531 (Toll Free)

The Company shall respond to the ORS regarding any complaints within ten (10) days of receipt.

2.10.4 The Company provides the following toll free number, 1-888-583-4237, for customers to contact the Company.

2.11 Taxes and Fees

2.11.1 Taxes and fees shall be listed as required by law on the Customer's bill.

2.11.2 If a state or a municipality, other political subdivision, state government agency, local government agency, or the Commission, imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving Product from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.11.3 Product shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with a valid and duly executed exemption certificate and any other information with respect to such exemption as Company may require, and such certificate is acceptable to the Company and to the relevant taxing jurisdiction which granted the Customer a tax exemption.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 46 of 79

2.11.4 Company is directly or indirectly owned in whole or in part by an entity that qualifies or intends to qualify as a "real estate investment trust" or "REIT" under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, and Company and REIT Owner are therefore subject to operating and other restrictions under said Code. Products provided under this tariff or an individually negotiated agreement(s) shall constitute a lease of the Products for purposes of Section 856 of the Internal Revenue Code of 1986, as amended, and the license of Products and receipt of charges in exchange therefor shall be treated in a manner consistent with the terms of this tariff or an individually negotiated agreement(s) and no tax return shall be inconsistent therewith except as required by law.

2.12 Dishonored Check Charge

A dishonored check charge applies when any negotiable instrument presented for payment for Product becomes dishonored and is returned to the Company from the bank.

The dishonored check charge is $30 per instrument, per return. This charge is in addition to late payment charges pursuant to Section 2.8.

2.13 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include, but are not limited to, engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special products not offered under this tariff, the Company may provide the requested products subject to the availability of such products and all the necessary facilities to furnish such products that the Company owns as well as facilities the Company may obtain from other carriers to furnish such products at the sole discretion of the Company and consistent with the authority granted by the Commission. Appropriate recurring charges and/or non- recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 47 of 79

2.14 Termination or Denial of Product:

2.14.1 The Company may decline to provide Product, or may terminate an existing Product, in the following cases: and in some instances without notice, unless otherwise specified. Where notice is required, the Company will provide such notice before the termination occurs.

2.14.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due. Company will provide five (5) days written notice to the Customer.

2.14.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.

2.14.1.3 Adverse Effect on Product. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's Product to others.

2.14.1.4 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.5 Unauthorized Use of Product. Customer's unauthorized use of Product by any method which causes hazardous signals over the Company's Network.

2.14.1.6 Illegal use of Product. Customer's use of Product or equipment in a manner that violates the law.

2.14.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.

2.14.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for Product or facilities subject to regulation by the Commission.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 48 of 79

2.14.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.

2.14.1.10 Failure to Comply with Product Conditions. For failure of the Customer to furnish the equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining Product, or if the equipment or permissions are withdrawn or terminated.

2.14.2 If Product is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of Product will be subject to all applicable installation charges.

2.15 Unlawful Use of Product

Product shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2.16 Interference with or Impairment of Product

Product shall not be used in any manner that interferes with other persons in the use of their Product, prevents other persons from using their Product, or otherwise impairs the quality of Product to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the product of others.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 49 of 79

3 Rates and Charges

3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's Products are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and Products, the costs of construction and operation, the volume of traffic, the length of Product commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Order Forms. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent Product in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non- discriminatory access to requesting the Company's Products under an ICB rate. In the event of a conflict between this tariff and a contract and/or Order Form executed by the Customer and the Company, the contract and Order Form shall govern.

3.2 Calculation of Rates

3.2.1 To the extent that mileage is a rate element associated with a particular Product, the rates for the mileage element are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

3.2.2 When Product does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Product was furnished will be calculated on a pro rata basis.

3.3 Trial

The Company may offer new products, not otherwise tariffed, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial product may be filed with the Commission in lieu of filing new or revised tariff pages.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 50 of 79

4. Description of Products

4.1 Ethernet Product

4.1.1 Product Description

4.1.1.1 General

"Ethernet Product" or "Product" means a method of communication between or among two or more locations using the Ethernet protocol defined by IEEE 802.3. Ethernet Products may be ordered and provisioned either as On-Net Product or Off-Net Product. Ethernet Product includes, without limitation, the following types of Products:

(a) ***Metro-E Advanced Private Line ("MAPL"):*** a dedicated point-to-point Ethernet Product provided within a metro area over dedicated fiber transport. Bandwidth ranges typically between 1GE and 10GE

4.1.1.2 Terms and Conditions

4.1.1.2.A Ethernet Product is available for a term period of 1, 2, 3, 4 or 5 years typically. In either case, the minimum period for Ethernet Product is one year.

4.1.1.2.B Pursuant to individually negotiated agreement(s) between the Company and the Customer, at the expiration of the term plan, the Product may be converted to month-to-month billing and rated at the then prevailing rates for month-to-month Product. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of Product being provided as month- to-month billing.

4.1.1.2.C The charges to reroute Product may be identical to a new installation.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 51 of 79

4.1.1.2.D The network interface is the LAN interface on the Customer's equipment. The interface types are as follows:

10/100T
1000T
1000LX
1000SX
10 GigE

4.1.1.2.E The installation of Ethernet Product is based on a negotiated interval.

4.1.1.2.F The Customer is responsible for all internal wiring past the point of Company's Demarcation Point, associated equipment required in connecting the LAN to the Ethernet Optical Network equipment and the installation operation and maintenance of any Customer-provided equipment, as specified on the applicable Order Form. The Customer is also responsible for providing the Company with space and power for the Company-provided network interface device installed at the Customer's premises.

4.1.1.2.G Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.

4.1.1.2.H The Customer is responsible to specify in its Order Form what Product configuration is to be contained in each Product connection.

4.1.1.2.I A change in location or change of the type of circuit will be treated as a discontinuance of the existing Product and an installation of a new Product. All associated non-recurring charges will apply for the new Product. A new minimum period will be established for the new Product. The Customer will also be responsible for all outstanding minimum Product period obligations associated with the disconnected Product.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 52 of 79

4.1.1.3 Rates and Charges

4.1.1.3.1 Non-Recurring Charges ("NRC")

Ethernet On-Net MAPL Per Location	$2000
All Off-Net	ICB

The Company may bill a non-recurring charge(s) required to install and/or provide certain Product(s) at a specific location(s) pursuant to individually negotiated agreement(s) and applicable Order Form(s) between the Company and the Customer.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 53 of 79

4.1.1.3.2 Monthly Recurring Charges ("MRC")

Product	Bandwidth (Mbps)	MRC Range (12-60 Month Term)
Ethernet On-Net MAPL Per Location	<1000	ICB
Ethernet On-Net MAPL Per Location	1000	$2045 - $1432
Ethernet On-Net MAPL Per Location	2000	$2281 - $1597
Ethernet On-Net MAPL Per Location	3000	$2517 - $1762
Ethernet On-Net MAPL Per Location	4000	$2753 - $1927
Ethernet On-Net MAPL Per Location	5000	$2989 - $2093
Ethernet On-Net MAPL Per Location	6000	$3225 - $2258
Ethernet On-Net MAPL Per Location	7000	$3461 - $2423
Ethernet On-Net MAPL Per Location	8000	$3697 - $2588
Ethernet On-Net MAPL Per Location	9000	$3933 - $2753
Ethernet On-Net MAPL Per Location	10000	$4169 - $2918

The Company may provide different Bandwidths (Mbps) in accordance with Product availability at specific location(s). The Company and the Customer may negotiate Product Terms greater than 60 months at rates not specified in this table.

4.1.1.3.3 Additional Charges

Additional charges will apply to serve locations that include Off- Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 54 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 55 of 79

4.2 Wavelength Product

4.2.1 Product Description

4.2.1.1 General

"Wavelength Product" or "Product" means a telecommunications circuit enabled by wavelength division multiplexing (WDM) equipment. Wavelength Product may be ordered and provisioned either as On-Net Product or Off-Net Product. Wavelength Product includes, without limitation, the following types of Products:

(a) ***Managed Private Optical Network ("MPON"):*** Dedicated circuit(s) between two (2) or more locations over dedicated optical fiber infrastructure and dedicated provider equipment at each location. Can be configured using a variety of protocols (e.g. Ethernet, Fiber Channel, Encryption), in bandwidths ranging from 1Gbps to 100Gbps

The Specifications applicable to Wavelength Products are as follows:

a. ITU-T G.709, Interfaces for the Optical Transport Network (OTN
b. ITU-T G.693, Optical interfaces for intra-office systems
c. ITU-T G.959.1, Optical transport network physical layer interfaces
d. IEEE 802.3

4.2.1.2 Terms and Conditions

4.2.1.2.A Wavelength Product is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum period for Wavelength Product is one year.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

4.2.1.2.B Pursuant to applicable individually negotiated agreements(s) between the Company and the Customer, at the expiration of the term plan, the Product may be converted to month-to-month billing and rated at the then prevailing rates for month-to-month Product. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of Product being provided as month- to-month billing.

4.2.1.2.C The installation of Wavelength Product is based on a negotiated interval.

4.2.1.2.D The Customer is responsible for all internal wiring past the point of Company's Demarcation Point, and the installation, operation and maintenance of any Customer-provided equipment, as specified on the applicable Order Form. The Customer is also responsible for providing the Company with space and power for the Company-provided equipment installed at the Customer's premises.

4.2.1.2.E Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.

4.2.1.2.F The Customer is responsible to specify in its Order Form what Product configuration is to be contained in each Product connection.

4.2.1.2.G A change in location or capacity will be treated as a discontinuance of the existing Product and an installation of a new Product. All associated non-recurring charges will apply for the new Product. A new minimum period will be established for the new Product. The Customer will also be responsible for all outstanding minimum Product period obligations associated with the disconnected Product.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 56 of 79

4.2.1.3 Rates and Charges

4.2.1.3.1 Non-Recurring Charges ("NRC")

MPON Per On-Net Install	ICB
All Off-Net	ICB

The Company may bill a non-recurring charge(s) required to install and/or provide certain Product(s) at a specific location(s) pursuant to individually negotiated agreement(s) and applicable Order Form(s) between the Company and the Customer.

4.2.1.3.2 Monthly Recurring Charges ("MRC")

Product	Bandwidth/ Protocol	MRC Range (12-60 Month Term)
MPON Per On-Net Location	ALL	ICB
MPON Per Off-Net Location	ALL	ICB

The Company may provide different Bandwidths (Mbps) in accordance with Product availability at specific location(s). The Company and the Customer may negotiate Product Terms greater than 60 months at rates not specified in this table.

4.2.1.3.3 Additional Charges

Additional charges will apply to serve locations that include Off-Net Product(s), require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

Fernanda H. Biehl, Regulatory Affairs – Fiber
Michelle Salisbury, Sr. Paralegal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 57 of 79

EXHIBIT D

Financial Information of CCIC

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 58 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 59 of 79

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2017
or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-16441

CROWN CASTLE INTERNATIONAL CORP.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	(Identification No.)

1220 Augusta Drive, Suite 600, Houston Texas 77057-2261
(Address of principal executive offices) (Zip Code)
(713) 570-3000
(Registrant's telephone number, including area code)

Securities Registered Pursuant to Section 12(b) of the Act	Name of Each Exchange on Which Registered
Common Stock, $0.01 par value	New York Stock Exchange
5.875% Mandatory Convertible Preferred Stock, Series A, $0.01 par value	New York Stock Exchange

Securities Registered Pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicated by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a small reporting company or an emerging growth company. See definitions of a "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant was approximately $36.5 billion as of June 30, 2017, the last business day of the registrant's most recently completed second fiscal quarter, based on the New York Stock Exchange closing price on that day of $100.18 per share.

Applicable Only to Corporate Registrants

As of February 21, 2018, there were 406,906,992 shares of common stock outstanding.

Documents Incorporated by Reference

The information required to be furnished pursuant to Part III of this Form 10-K will be set forth in, and incorporated by reference from, the registrant's definitive proxy statement for the annual meeting of stockholders ("2018 Proxy Statement"), which will be filed with the Securities and Exchange Commission not later than 120 days after the end of the fiscal year ended December 31, 2017.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 60 of 79

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Crown Castle International Corp.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Crown Castle International Corp. and its subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of operations and comprehensive income (loss), of cash flows, and of equity for each of the three years in the period ended December 31, 2017, including the related notes and financial statement schedules listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2017 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded FiberNet, Wilcon, and Lightower from its assessment of internal control over financial reporting as of December 31, 2017, because they were acquired by the Company in purchase business combinations during 2017. We have also excluded FiberNet, Wilcon, and Lightower from our audit of internal control over financial reporting. FiberNet, Wilcon, and Lightower are wholly-owned subsidiaries whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting collectively represent approximately $3.1 billion and $314 million, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2017.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted

accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP
Pittsburgh, Pennsylvania
February 26, 2018

We have served as the Company's auditor since 2011.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 61 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 62 of 79

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
(In thousands of dollars, except share amounts)

	December 31, 2017	December 31, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 314,094	$ 567,599
Restricted cash	121,065	124,547
Receivables, net of allowance of $13,746 and $11,314, respectively	397,585	373,532
Prepaid expenses	162,366	128,721
Other current assets	138,670	130,362
Total current assets	1,133,780	1,324,761
Deferred site rental receivables	1,300,338	1,317,658
Property and equipment, net	12,932,885	9,805,315
Goodwill	10,021,468	5,757,676
Site rental contracts and customer relationships, net	5,626,435	3,298,778
Other intangible assets, net	335,324	351,294
Long-term prepaid rent and other assets, net	879,340	819,610
Total assets	$ 32,229,570	$ 22,675,092
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 248,817	$ 188,516
Accrued interest	131,790	93,019
Deferred revenues	457,116	353,005
Other accrued liabilities	339,108	221,066
Current maturities of debt and other obligations	115,251	101,749
Total current liabilities	1,292,082	961,355
Debt and other long-term obligations	16,044,369	12,069,393
Other long-term liabilities	2,554,037	2,097,229
Total liabilities	19,890,488	15,117,977
Commitments and contingencies (see note 14)		
CCIC stockholders' equity:		
Common stock, $0.01 par value; 600,000,000 shares authorized; shares issued and outstanding: December 31, 2017—406,280,673 and December 31, 2016—360,536,559	4,063	3,605
6.875% Mandatory Convertible Preferred Stock, Series A, $0.01 par value; 20,000,000 shares authorized; shares issued and outstanding: December 31, 2017—1,649,998 and December 31, 2016—0; aggregate liquidation value: December 31, 2017—$1,649,998 and December 31, 2016—$0	17	—
Additional paid-in capital	16,843,607	10,958,336
Accumulated other comprehensive income (loss)	(3,989)	(5,888)
Dividends/distributions in excess of earnings	(4,504,616)	(3,378,838)
Total equity	12,339,082	7,557,115
Total liabilities and equity	$ 32,229,570	$ 22,675,092

See accompanying notes to consolidated financial statements.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 63 of 79

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(In thousands of dollars, except per share amounts)

	Years Ended December 31,		
	2017	2016	2015
Net revenues:			
Site rental	$ 3,669,191	$ 3,233,307	$ 3,018,413
Network services and other	686,414	687,918	645,438
Net revenues	4,355,605	3,921,225	3,663,851
Operating expenses:			
Costs of operations[a]:			
Site rental	1,143,914	1,028,550	952,862
Network services and other	419,787	417,171	357,557
General and administrative	426,699	371,031	310,921
Asset write-down charges	17,322	34,453	33,468
Acquisition and integration costs	61,431	17,455	15,078
Depreciation, amortization and accretion	1,242,408	1,108,551	1,036,178
Total operating expenses	3,311,560	2,977,009	2,707,671
Operating income (loss)	1,044,045	949,216	946,180
Interest expense and amortization of deferred financing costs	(590,682)	(515,032)	(517,128)
Gains (losses) on retirement of long-term obligations	(3,525)	(52,291)	(4,157)
Interest income	38,761	796	1,906
Other income (expense)	1,994	(8,835)	57,028
Income (loss) from continuing operations before income taxes	470,593	393,854	473,829
Benefit (provision) for income taxes	(26,043)	(16,881)	51,457
Income (loss) from continuing operations	444,550	356,973	525,286
Discontinued operations (see note 3):			
Income (loss) from discontinued operations, net of tax	—	—	19,690
Net gain (loss) from disposal of discontinued operations, net of tax	—	—	979,359
Income (loss) from discontinued operations, net of tax	—	—	999,049
Net income (loss)	444,550	356,973	1,524,335
Less: Net income (loss) attributable to the noncontrolling interest	—	—	3,343
Net income (loss) attributable to CCIC stockholders	444,550	356,973	1,520,992
Dividends on preferred stock	158,294	32,991	43,988
Net income (loss) attributable to CCIC common stockholders	$ 286,256	$ 323,982	$ 1,477,004
Net income (loss)	$ 444,550	$ 356,973	$ 1,524,335
Other comprehensive income (loss):			
Interest rate swaps reclassified into results of operations, net of taxes	—	—	18,729
Foreign currency translation adjustments	1,899	(1,490)	(14,137)
Amounts reclassified into discontinued operations for foreign currency translation adjustments (see note 3)	—	—	(25,682)
Total other comprehensive income (loss)	1,899	(1,490)	(21,090)
Comprehensive income (loss) attributable to CCIC stockholders	$ 446,449	$ 355,483	$ 1,503,245
Net income (loss) attributable to CCIC common stockholders, per common share:			
Income (loss) from continuing operations, basic	$ 1.01	$ 0.95	$ 1.45
Income (loss) from discontinued operations, basic	$ —	$ —	$ 2.99
Net income (loss) attributable to CCIC common stockholders, basic	$ 1.01	$ 0.95	$ 4.44
Income (loss) from continuing operations, diluted	$ 1.01	$ 0.95	$ 1.44
Income (loss) from discontinued operations, diluted	$ —	$ —	$ 2.98
Net income (loss) attributable to CCIC common stockholders, diluted	$ 1.01	$ 0.95	$ 4.42
Weighted-average common shares outstanding (in thousands):			
Basic	387,740	340,349	333,002
Diluted	388,221	340,879	334,062
Dividends/distributions declared per share of common stock	$ 3.90	$ 3.61	$ 3.35

(a) Exclusive of depreciation, amortization and accretion shown separately.

See accompanying notes to consolidated financial statements.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 64 of 79

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
(In thousands of dollars)

	Years Ended December 31,		
	2017	2016	2015
Cash flows from operating activities:			
Net income (loss) from continuing operations	$ 444,550	$ 356,973	$ 525,286
Adjustments to reconcile net income (loss) to net cash provided by (used for) operating activities:			
Depreciation, amortization and accretion	1,242,408	1,108,551	1,036,178
(Gains) losses on retirement of long-term obligations	3,525	52,291	4,157
(Gains) losses on settled swaps	328	2,608	(54,475)
Amortization of deferred financing costs and other non-cash interest	9,368	14,333	17,326
Stock-based compensation expense	91,647	79,338	60,773
Asset write-down charges	17,322	34,453	33,468
Deferred income tax (benefit) provision	14,888	8,603	(60,618)
Other non-cash adjustments, net	1,648	2,451	(8,915)
Changes in assets and liabilities, excluding the effects of acquisitions:			
Increase (decrease) in accrued interest	34,371	30,044	391
Increase (decrease) in accounts payable	(34,067)	10,600	(5,287)
Increase (decrease) in deferred revenues, deferred ground lease payables, other accrued liabilities and other liabilities	175,522	195,998	325,880
Decrease (increase) in receivables	60,859	(58,664)	12,668
Decrease (increase) in prepaid expenses, deferred site rental receivables, long-term prepaid rent, restricted cash and other assets	(115,287)	(55,315)	(112,548)
Net cash provided by (used for) operating activities	2,044,186	1,782,264	1,794,025
Cash flows from investing activities:			
Payment for acquisitions of businesses, net of cash acquired	(9,260,135)	(556,854)	(1,102,179)
Capital expenditures	(1,228,071)	(873,883)	(908,892)
Net (payments) receipts from settled swaps	(328)	8,141	54,475
Other investing activities, net	(5,487)	(12,364)	(3,138)
Net cash provided by (used for) investing activities	(10,494,021)	(1,410,232)	(1,959,734)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	3,092,323	5,201,010	1,000,000
Principal payments on debt and other long-term obligations	(118,880)	(95,787)	(102,866)
Purchases and redemptions of long-term debt	—	(4,044,834)	(1,069,337)
Payments under revolving credit facility	(1,840,000)	(4,565,000)	(1,360,000)
Borrowings under revolving credit facility	2,820,000	3,440,000	1,790,000
Payments for financing costs	(29,240)	(41,232)	(19,642)
Net proceeds from issuance of common stock	4,221,329	1,325,865	—
Net proceeds from issuance of preferred stock	1,607,759	—	—
Purchases of common stock	(23,307)	(24,936)	(29,657)
Dividends/distributions paid on common stock	(1,508,705)	(1,239,158)	(1,116,244)
Dividends paid on preferred stock	(29,935)	(43,988)	(43,988)
Net (increase) decrease in restricted cash	3,808	(7,331)	16,458
Net cash provided by (used for) financing activities	8,195,152	(96,292)	(935,476)
Net increase (decrease) in cash and cash equivalents - continuing operations	(254,683)	275,740	(1,101,185)
Discontinued operations (see note 3):			
Net cash provided by (used for) operating activities	—	—	2,700
Net cash provided by (used for) investing activities	—	113,150	1,103,577
Net increase (decrease) in cash and cash equivalents - discontinued operations	—	113,150	1,106,277
Effect of exchange rate changes on cash	1,178	(101)	(1,902)
Cash and cash equivalents at beginning of year	567,599	178,810	175,620 (a)
Cash and cash equivalents at end of year	$ 314,094	$ 567,599	$ 178,810

(a) Inclusive of cash and cash equivalents included in discontinued operations.

See accompanying notes to consolidated financial statements.

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF EQUITY
(In thousands of dollars, except share data)

	Common Stock		6.875% Mandatory Convertible Preferred Stock		4.50% Mandatory Convertible Preferred Stock			Accumulated Other Comprehensive Income (Loss) ("AOCI")						
	Shares	($0.01 Par)	Shares	($0.01 Par)	Shares	($0.01 Par)	Additional Paid-in Capital	Foreign Currency Translation Adjustments	Derivative Instruments	Total AOCI	Dividends/Distributions in Excess of Earnings	Noncontrolling Interest from discontinued operations	Total
Balance, December 31, 2014	333,856,632	$ 3,339	—	—	9,775,000	$ 98	$9,512,196	$ 34,545	$ (18,725)	$ 15,820	$ (2,815,428)	$ 21,003	$6,737,228
Stock-based compensation related activity, net of forfeitures	251,534	2	—	—	—	—	63,838	—	—	—	—	—	63,840
Purchases and retirement of common stock	(336,526)	(3)	—	—	—	—	(29,654)	—	—	—	—	—	(29,657)
Other comprehensive income (loss)[a]	—	—	—	—	—	—	—	(38,943)	18,725	(20,218)	—	(875)	(21,093)
Disposition of CCAL	—	—	—	—	—	—	—	—	—	—	—	(23,474)	(23,474)
Common stock dividends/distributions	—	—	—	—	—	—	—	—	—	—	(1,119,973)	—	(1,119,973)
Preferred stock dividends	—	—	—	—	—	—	—	—	—	—	(43,988)	—	(43,988)
Net income (loss)	—	—	—	—	—	—	—	—	—	—	1,520,992	3,343	1,524,335
Balance, December 31, 2015	333,771,660	$ 3,338	—	—	9,775,000	$ 98	$9,548,380	$ (4,398)	$ —	$ (4,398)	$ (2,458,397)	$ —	$7,089,221

(a) See the consolidated statement of operations and comprehensive income (loss) for the components of "total other comprehensive income (loss)" and note 9 with respect to the reclassification adjustment.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 65 of 79

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF EQUITY
(In thousands of dollars, except share data)

	Common Stock		6.875% Mandatory Convertible Preferred Stock		4.50% Mandatory Convertible Preferred Stock			AOCI					
	Shares	($0.01 Par)	Shares	($0.01 Par)	Shares	($0.01 Par)	Additional Paid-In Capital	Foreign Currency Translation Adjustments	Derivative Instruments	Total AOCI	Dividends/Distributions in Excess of Earnings	Noncontrolling interest from discontinued operations	Total
Balance, December 31, 2015	333,771,660	$ 3,338	—	—	9,775,000	$ 98	$ 9,548,580	$ (4,398)	$ —	$(4,398)	$ (2,458,397)	$ —	$7,089,221
Stock-based compensation related activity, net of forfeitures	265,782	3	—	—	—	—	36,271	—	—	—	—	—	36,274
Purchases and retirement of common stock	(289,531)	(3)	—	—	—	—	(24,933)	—	—	—	—	—	(24,936)
Net proceeds from issuance of common stock	15,178,064	152	—	—	—	—	1,325,713	—	—	—	—	—	1,325,865
Other comprehensive income (loss)[a]	—	—	—	—	—	—	—	(1,490)	—	(1,490)	—	—	(1,490)
Recognition of excess tax benefit	—	—	—	—	—	—	2,623	—	—	—	—	—	2,623
Common stock dividends/distributions	—	—	—	—	—	—	—	—	—	—	(1,244,423)	—	(1,244,423)
Preferred stock dividends	—	—	—	—	—	—	—	—	—	—	(32,591)	—	(32,591)
Conversion of preferred stock to common stock (see note 12)	11,612,684	116	—	—	(9,775,000)	(98)	(18)	—	—	—	—	—	—
Net income (loss)	—	—	—	—	—	—	—	—	—	—	356,573	—	356,573
Balance, December 31, 2016	360,536,659	$ 3,605	—	—	—	$ —	$10,938,236	$ (5,888)	$ —	$(5,888)	$ (3,379,838)	$ —	$7,557,115

(a) See the consolidated statement of operations and comprehensive income (loss) for the components of "total other comprehensive income (loss)."

See accompanying notes to consolidated financial statements.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 66 of 79

CROWN CASTLE INTERNATIONAL CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF EQUITY
(In thousands of dollars, except share data)

	Common Stock		6.875% Mandatory Convertible Preferred Stock		4.50% Mandatory Convertible Preferred Stock			AOCI					
	Shares	($0.01 Par)	Shares	($0.01 Par)	Shares	($0.01 Par)	Additional Paid-In Capital	Foreign Currency Translation Adjustments	Derivative Instruments	Total AOCI	Dividends/Distributions in Excess of Earnings	Noncontrolling Interest from discontinued operations	Total
Balance, December 31, 2016	360,536,659	$ 3,605	—	—	—	$ —	$10,938,236	$ (5,888)	$ —	$(5,888)	$ (3,378,838)	$ —	$ 7,557,115
Stock-based compensation related activity, net of forfeitures	561,025	10	—	—	—	—	99,978	—	—	—	—	—	99,988
Purchases and retirement of common stock	(259,331)	(3)	—	—	—	—	(23,304)	—	—	—	—	—	(23,307)
Net proceeds from issuances of common stock (see note 12)	45,142,500	451	—	—	—	—	3,220,878	—	—	—	—	—	3,221,329
Net proceeds from issuances of preferred stock (see note 12)	—	—	1,650,000	17	—	—	1,607,742	—	—	—	—	—	1,607,759
Other comprehensive income (loss)(a)	—	—	—	—	—	—	—	1,899	—	1,899	—	—	1,899
Recognition of excess tax benefit	—	—	—	—	—	—	77	—	—	—	—	—	77
Common stock dividends/distributions	—	—	—	—	—	—	—	—	—	—	(1,512,034)	—	(1,512,034)
Preferred stock dividends	—	—	—	—	—	—	—	—	—	—	(58,294)	—	(58,294)
Conversion of preferred stock to common stock (see note 12)	17	—	(2)	—	—	—	—	—	—	—	—	—	—
Net income (loss)	—	—	—	—	—	—	—	—	—	—	444,550	—	444,550
Balance, December 31, 2017	406,280,673	$ 4,063	1,648,298	17	—	$ —	$15,843,607	$ (3,989)	$ —	$(3,989)	$ (4,504,616)	$ —	$12,339,082

(a) See the consolidated statement of operations and comprehensive income (loss) for the components of "total other comprehensive income (loss)."

See accompanying notes to consolidated financial statements.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 67 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 68 of 79

EXHIBIT E

Management Biographies of Crown Fiber

James D. Young, Senior Vice President and Chief Operating Officer - Fiber
James Young has been SVP and COO of Crown Castle Fiber since November 1, 2017. Mr. Young served as Crown Castle's President – Tower Operations from October 2005 until February 2009, at which time he was appointed as Crown Castle's Senior Vice President and Chief Operating Officer. Prior to joining Crown Castle and since 2000, Mr. Young was Region Vice President – Engineering & Operations at Nextel where he oversaw site development, radio frequency engineering and fixed network elements for Nextel's network in the northeastern United States. From 1997 to 2000, Mr. Young was Vice President, Network/Operations – Florida with Nextel, during which time he oversaw site development, radio frequency and network support for Nextel's network in Florida.

Philip Olivero, Fiber Solutions Chief Technology Officer
As Chief Technology Officer at Crown Castle Fiber, Mr. Olivero oversees the company's product and market development. Mr. Olivero came to the Company with the merger with Sidera Networks where he served as Executive Vice President and Chief Technology Officer. Prior to this role, he was the Vice President of Engineering at AboveNet, where he was responsible for all aspects of engineering across AboveNet's fiber, optical and IP/Ethernet networks. Mr. Olivero also has served in executive level engineering and operations positions at FiberTower, XO Communications and Fundy Communications (Canada) and held several management positions of increasing responsibility at MCI and Bell Canada. Mr. Olivero holds a Bachelor of Science in Electrical Engineering from the University of Waterloo (Canada).

David Mayer, Fiber Solutions General Counsel
David Mayer brings over 25 years of telecommunications and law expertise to Crown Castle Fiber. Before joining the Company, Mr. Mayer was Chief Executive Officer of the private equity fund Viridian Investment Partners. Prior to this, he served as the Executive Vice President of Corporate Development for One Communications. From 1999 through 2006, Mr. Mayer was General Counsel and Executive Vice President of Business Development for Conversent Communications. Before joining Conversent, Mr. Mayer was in private practice primarily to the communications industry. Mr. Mayer received a B.A. from Yale and a J.D. from the University of Texas.

Peter Zarrella, Fiber Solutions Vice President Finance
As the Vice President, Finance at Crown Castle Fiber, Peter is responsible for the integration of the various fiber acquisitions into one Fiber Solutions financial organization. Before he joined Crown Castle during 2017, Peter was a key member of the former Lightower Fiber Networks Finance team where he played an integral role in helping build the department during a period of exceptional growth. Prior to joining the Lightower team, Peter began his career with Ernst and Young and progressed through increasing leadership roles with several companies including Honeywell International. Peter has a Bachelor's degree in accounting from Bentley University and is a Certified Public Accountant.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 69 of 79

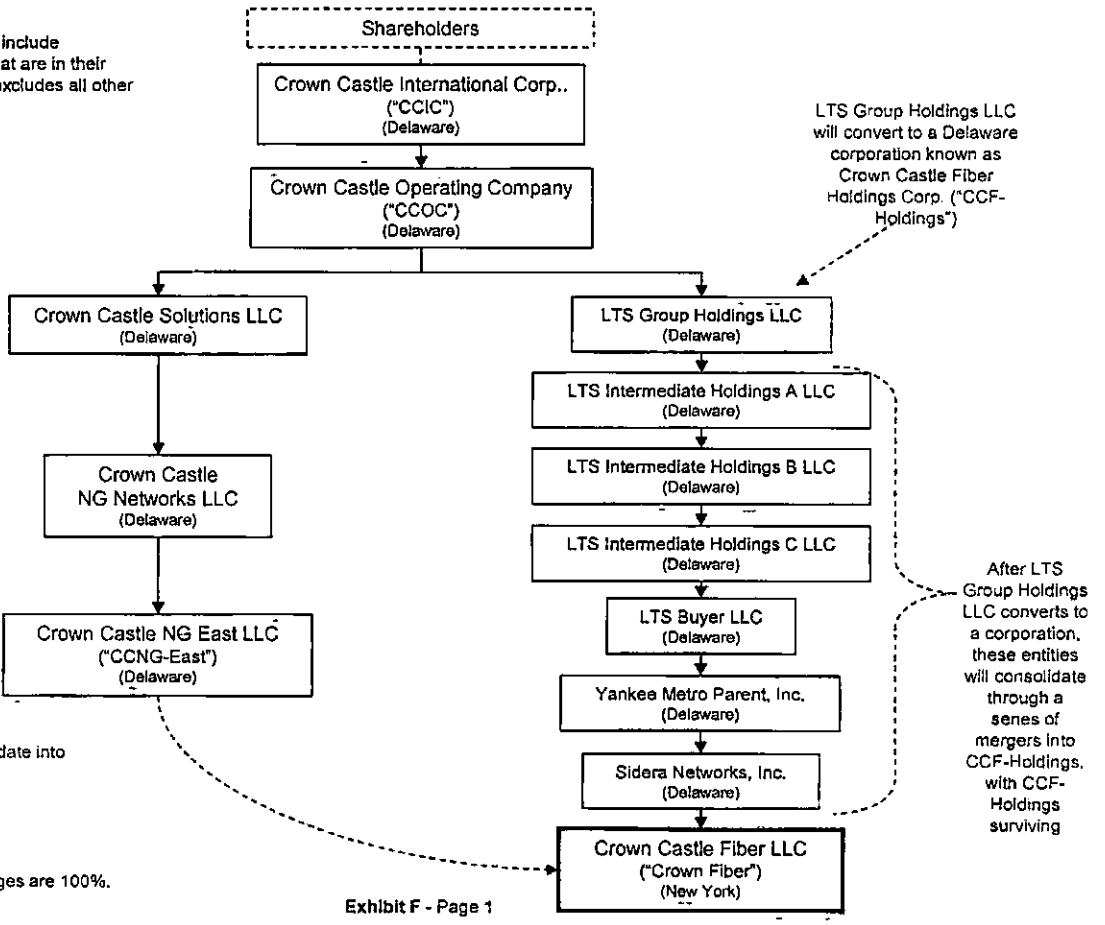
EXHIBIT F

Current and Post-*Pro Forma* Consolidation Charts

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 70 of 79

Current Corporate Ownership Structure of Applicants*

* The entities listed herein only include Applicants and those entities that are in their chain of ownership. The chart excludes all other subsidiaries of CCIC

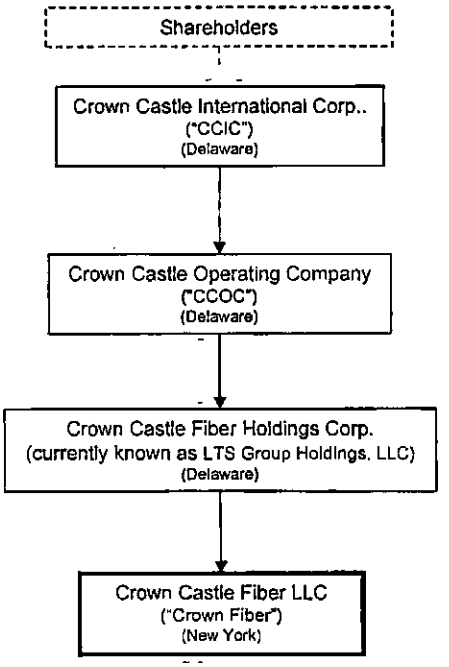


All ownership percentages are 100%.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 71 of 79

Post-Pro Forma Consolidation Corporate Ownership Structure of Crown Fiber*

* The entities listed herein only include Crown Fiber and those entities that are in its chain of ownership. The chart excludes all other subsidiaries of CCIC.



All ownership percentages are 100%.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 72 of 79

EXHIBIT G

Sample Customer Notice

CROWN CASTLE

[DATE]

[NAME AND ADDRESS]

Dear Valued Customer:

Effective January 1, 2019, as a result of an intra-corporate consolidation, Crown Castle Fiber LLC ("CCF") [1] will provide you the services currently provided to you by CCF's affiliates listed below. The intra-corporate consolidation is part of a continuing effort to make it easier for customers to do business with Crown Castle and to eliminate confusion relating to having numerous service-providing affiliates. Your existing service contract(s) remain unchanged, the consolidation will have no impact on your services or your rates, and all rights and obligations under the agreements between you and your current provider will continue unaffected. We will notify you of any changes to your billing or payment address.

If you have any questions, please contact Legal-CustomerTeam@crowncastle.com.

Sincerely,

Crown Castle Fiber LLC
On behalf of its affiliates below

[1] CCF was formerly known as Lightower Fiber Networks II, LLC.

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 73 of 79

CROWN CASTLE

24/7 Mid Atlantic Network, LLC
24/7 Mid-Atlantic Network of Virginia, LLC
Access Fiber Group, Inc.
Access Fiber Group Holdings, Inc.
CA - CLEC LLC dba Crown Castle CA-CLEC LLC
Crown Castle NG Atlantic LLC
Crown Castle NG Central LLC
Crown Castle NG East LLC
Crown Castle NG West LLC
Chesapeake Fiber, LLC
FiberNet Direct Florida LLC
FiberNet Direct Texas LLC
Fiber Technologies Networks, L.L.C.

Freedom Telecommunications, LLC
InSite Solutions LLC
InSITE Fiber of Virginia, LLC
Lightower Fiber Networks I, LLC
Lightower Fiber Infrastructure Corp.
NEON Transcom, Inc.
NewPath Networks, LLC
NY - CLEC LLC
PA - CLEC LLC dba Pennsylvania – CLEC LLC
Sunesys, LLC
Sunesys of Virginia, Inc.
WA - CLEC LLC
Wilshire Connection, LLC

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 74 of 79

EXHIBIT H

Proposed Notice of Filing

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 75 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 76 of 79

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2018-_____-C

Crown Castle Fiber LLC ("Crown Fiber") has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280. Crown Fiber also requests, pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, that the Commission regulate its interexchange service offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 1995-1734 and 1996-55 in Docket No. 1995-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Crown Fiber also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

In addition, Crown Fiber and Crown Castle NG East LLC ("CCNG-East") request, pursuant to S.C. Code § 58-9-310, that the Commission approve the merger of CCNG-East with and into Crown Fiber with Crown Fiber surviving.

A copy of the Application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2018-___-C. Additionally, a copy of the Application is available through Jack Pringle, Adams & Reese LLP, 1501 Main Street, 5th Floor, Columbia, SC 29201.

PLEASE TAKE NOTICE: A hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2018, before Hearing Examiner _____, in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, SC 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2018 and indicate the amount of time required for his or her presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2018-_____-C.*

Any person who wishes to testify and present evidence at the hearing should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, SC 29211, and Jack Pringle, Adams & Reese LLP, at the above address, on or before _____, 2018, and indicate the amount of time required for his presentation. *Please refer to Docket No. 2018-_____-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2018. *Please refer to Docket No. 2018-_____-C.*

INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only): All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's Direct Testimony Due: _____; Other Parties of Record Direct Testimony Due: _ _ _ _ _ _ _ ; Applicant's Rebuttal Testimony Due: _ _ _ _ _ ; and Other Parties of Record Surrebuttal Testimony Due: _ _ _ _ _ _. All Prefiled Testimony Deadlines are subject to the information as posted on www.psc.sc.gov under Docket No. 2018-___-C.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and Docket No. 2018-____-C.

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

Direct correspondence to: Public Service Commission of South Carolina
Attention: Clerk's Office
101 Executive Center Drive
Suite 100
Columbia, South Carolina 29210

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 77 of 79

VERIFICATION

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 78 of 79

ACCEPTED FOR PROCESSING - 2018 August 16 7:27 AM - SCPSC - 2006-305-C - Page 79 of 79

COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF WASHINGTON §

VERIFICATION

I, Neil Dickson, state that I am the Vice President – Corporate and Commercial Transactions for Crown Castle NG East LLC and Crown Castle Fiber LLC (collectively, the "Company"); that I am authorized to make this Verification on behalf of the Company; that the foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information, and belief.

Neil Dickson
Vice President – Corporate and Commercial Transactions
Crown Castle NG East LLC
Crown Castle Fiber LLC

Sworn and subscribed before me this 30th day of July, 2018.

Sally Dioguardi
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Sally Dioguardi, Notary Public
Washington County
My commission expires April 1, 2020
Commission number 1240888
Member, Pennsylvania Association of Notaries

My commission expires April 1, 2020

SALLY DIOGUARDI
COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC