

ORDINANCE NO. BL2023-\_\_\_\_\_

An ordinance granting a franchise to Uniti Fiber LLC to construct, operate, and maintain a fiber optic communications system within Metropolitan Nashville and Davidson County under the provision of Metropolitan Code of Laws, Title 6, Chapter 26 (Proposal No. 2024M-006AG-001).

WHEREAS, Title 6, Chapter 26 of the Metropolitan Code (the "Fiber Optic Franchise Ordinance") sets forth the terms and conditions for companies wishing to construct, operate, and maintain a fiber optic communications system in the public rights-of-way, in whole or in part; and,

WHEREAS, the Fiber Optic Franchise Ordinance is applicable to any fiber optic communications systems used for "producing, receiving, amplifying or distributing audio, video or other forms of electronic signals to or from subscribers or locations within Metropolitan Nashville and Davidson County, but not including the offering to the public cable television services as defined under the Cable Communications Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and/or any franchise granted by the metropolitan government pursuant to said Act;" and,

WHEREAS, Uniti Fiber LLC, a Delaware limited liability company duly authorized to do business in the State of Tennessee (hereinafter "Grantee"), holds a statewide certificate of public convenience and necessity to provide competing local exchange and interexchange service; and,

WHEREAS, Grantee provides communications services that are classified by the Federal Communications Commission as information services, including broadband internet access services, as well as telecommunications services directly regulated by the Tennessee Public Utilities Commission ("PUC"); and,

WHEREAS, Grantee has duly filed an application for a fiber optic communications franchise in order to construct, operate, and maintain a fiber optic communications system within Metropolitan Nashville and Davidson County for the purpose of providing information services, and has filed an affidavit that it is financially capable to do so, pursuant to Section 6.26.030.B.5 of the Metropolitan Code; and,

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

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

Section 1. That a franchise to construct, operate, and maintain a fiber optic communications system, as defined by Title 6, Chapter 26 of the Metropolitan Code, within Metropolitan Nashville and Davidson County is hereby granted to Grantee in accordance with the terms and conditions of the Fiber Optic Franchise Ordinance (except as otherwise provided in the attached Fiber Optic Communications Franchise Contract), and for a term of 15 years.

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

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

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

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

Introduced By:

  
\_\_\_\_\_

  
\_\_\_\_\_

Members of Council

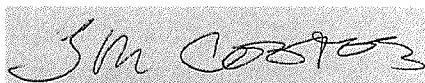


APPROVED AS TO  
AVAILABILITY OF FUNDS:

  
\_\_\_\_\_

Kevin Crumbo  
Director of Finance

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_

Metropolitan Attorney

FIBER OPTIC COMMUNICATIONS FRANCHISE CONTRACT  
BY AND BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND  
UNITI FIBER LLC

THIS FRANCHISE AGREEMENT is entered into on the date of the last signature below, by and between The Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") and Uniti Fiber LLC, a Delaware limited liability company duly authorized to do business in the State of Tennessee (hereinafter "Grantee").

RECITALS

- A. Metropolitan Code of Laws, Title 6, Chapter 26 (the "Fiber Optic Franchise Ordinance") establishes terms and conditions for companies wishing to construct, operate, and maintain a fiber optic communications system in the public rights-of-way, in whole or in part.
- B. The Fiber Optic Franchise Ordinance is applicable to any fiber optic communications systems used for "producing, receiving, amplifying or distributing audio, video or other forms of electronic signals to or from subscribers or locations within Metropolitan Nashville and Davidson County, but not including the offering to the public cable television services as defined under the Cable Communications Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and/or any franchise granted by the metropolitan government pursuant to said Act;"
- C. Grantee holds a statewide certificate of public convenience and necessity to provide competing local exchange and interexchange service.
- D. Grantee will provide communications services that are classified by the Federal Communications Commission as information services ("Services"), including broadband internet access services ("Broadband Internet Services").
- E. Any provisions of the Fiber Optic Franchise Ordinance that are specific to the provision of services classified as telecommunications services or to a provider's status as a telecommunications provider are inapplicable to Grantee.
- F. Grantee has duly filed an application for a fiber optic communications franchise in order to construct, operate, and maintain a fiber optic communications system within Metropolitan Nashville and Davidson County for the purpose of providing information services, and has filed an affidavit that it is financially capable to do so, pursuant to Section 6.26.030.B.5 of the Metropolitan Code of Laws (as amended by Ordinance No. BL2016-310).
- G. The grant of a franchise to Grantee has been submitted to the Metropolitan Planning Commission for approval in accordance with Section 11.505 of the Charter of the Metropolitan Government.

NOW, THEREFORE, pursuant to the authority granted by the Charter of the Metropolitan Government and by Metropolitan Code of Laws Chapter 6.26, and for good and valuable

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consideration, the Metropolitan Government hereby grants a fiber optic communications franchise to Grantee subject to the following terms and conditions:

1. Grantee's application for a franchise to construct and operate a fiber optic communications system is filed with the Office of the Metropolitan Clerk of the Metropolitan Government.

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

3. Grantee hereby agrees to and accepts the terms and conditions contained in Metropolitan Code of Laws Chapter 6.26, which is hereby incorporated into this contract by reference, except to the extent modified herein with regards to Sections 6.26.230, 6.26.240, and 6.26.250. Notwithstanding the foregoing, Grantee's acceptance of the terms and conditions contained in Chapter 6.26 does not and will not have the effect of changing the classification of any services offered by Grantee, subject Grantee to any Federal or state law or regulation applicable to providers of telecommunications services, or convert Grantee into a public utility under state or local law.

4. Grantee acknowledges that the lawfulness of the compensation provision set forth in Section 6.26.240 of the Metropolitan Code has been challenged in courts. Grantee specifically acknowledges that the Metropolitan Government is permitted to collect a franchise fee that is reasonably related to the Metropolitan Government's cost associated with owning, managing, and maintaining public rights-of-way and that the amount of \$ 0.19 per year is fair, reasonable, and reasonably related to the pro-rata share Grantee's facilities located in the rights-of-way contribute to the Metropolitan Government's overall costs associated with owning, managing, and maintaining the public rights-of-way. Thus, notwithstanding the compensation provision contained in Section 6.26.240 of the Metropolitan Code, Grantee and the Metropolitan Government agree that the compensation for this franchise shall be \$ 0.19 per year. This fee shall be subject to renegotiation under Section 6.26.260, such renegotiation to address any increase in Grantee's occupancy of public rights-of-way during the intervening five-year periods between such renegotiations. The parties further agree that \$ 0.19 per year is a reasonable estimate of the Metropolitan Government's costs given that the actual costs are indeterminable or difficult to measure at the time of the parties' entry into this contract, and that it is the parties' mutual intent that this amount serve as a reasonable measurement of these costs and therefore of the Grantee's franchise fee under this contract, until it expires or until the Metropolitan Government has a new study performed of its costs related to the ownership, management, and maintenance of the public rights-of-way and/or how they should be assigned to organizations with facilities therein, whichever occurs first. In the event a new cost study is done by the Metropolitan Government prior to the expiration of this Agreement, a new franchise fee amount shall be reasonably recalculated in accordance with its findings and shall apply to all similarly situated franchisees in a nondiscriminatory and competitively neutral manner in accordance with applicable Federal, state, and local law. Any such recalculation shall be effective notwithstanding the time period before which Grantee and the Metropolitan Government expect to undertake renegotiation under Section 6.26.260.

5. The Metropolitan Government acknowledges that the provisions of Section 6.26.250 related to accounting methods and procedures to be used by Grantee, and reporting by Grantee of revenues, are inapplicable given the agreement set forth in Paragraph 4 herein. The Metropolitan Government further acknowledges that Grantee's obligation to provide "as built" drawings of Grantee's system located along the public rights-of-way under Section 6.26.050 shall be sufficient to meet Grantee's recordkeeping obligations under Section 6.26.250.

6. The Metropolitan Government further acknowledges that it does not intend to enforce the provisions of Section 6.26.230 which require in-kind provision of services by Grantee to the Metropolitan Government.

7. Grantee shall meet all requirements of any applicable state and federal laws, regulations, or orders pertaining to the provision of telecommunications services, and, except as otherwise expressly set forth in this Agreement, Metro defers to state and federal authorities' interpretations of any such applicable state and Federal laws, regulations, or orders.

8. Grantee agrees that if the consideration provisions set forth in this Agreement are ever deemed invalid, Grantee will pay a franchise fee that is reasonably related to Metropolitan Government's costs associated with owning, managing, and maintaining public rights-of-way, as determined by a court of competent jurisdiction. Grantee specifically acknowledges that its obligation to compensate, in compliance with all applicable law, the Metropolitan Government for use of the public rights-of-way is an essential term of the parties' agreement that cannot be waived or severed. Grantee acknowledges that if its obligation to compensate the Metropolitan Government under this agreement is deemed wholly invalid by a court of competent jurisdiction, the Metropolitan Government may terminate this Agreement by providing ninety (90) days prior written notice of termination. Upon receiving notice of termination under those circumstances, the Metropolitan Government and Grantee shall promptly commence good faith negotiations for terms, conditions, and rates for a successor agreement to be effective on or prior to the termination date. In the event this Agreement terminates and the parties have not negotiated a successor agreement, the Grantee may continue its use of the Metropolitan Government's rights-of-way under this Agreement, which will automatically renew for successive sixty (60) day periods until such time as mutual agreement is reached between the parties, provided the parties continue good faith negotiations.

9. Grantee understands and acknowledges that the Metropolitan Government intends at some point in the future to enact an updated franchise ordinance that will supplant Chapter 6.26. Grantee acknowledges that if and when such a substitute ordinance is passed, Grantee's rights and obligations, including the applicable franchise fee, shall be determined by the new ordinance, and that compensation specified in that ordinance shall become the compensation owed by Grantee under this Agreement as if the applicable terms of the ordinance were set forth herein. Notwithstanding the foregoing, the Metropolitan Government acknowledges that any provisions of such substitute ordinance that presume that any grantee under such ordinance offers services classified as telecommunications services by Federal or state law shall have no force or effect on Grantee in the absence of any intervening change in Federal or state law with respect to the definition or classification of the Services, including Broadband Internet Services offered by Grantee.

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10. Grantee does not, by agreeing to the provisions in Paragraph 9, waive any of its rights to participate fully in any Metropolitan Government process leading to the adoption of a new franchise ordinance.

11. Grantee shall, prior to the execution of this Agreement, file with the Metropolitan Government Director of Insurance a bond and certificate of insurance meeting the requirements of Chapter 6.26. Grantee shall not commence construction, operation, or activation of its fiber optic communications system under this Agreement until these bond and insurance requirements are satisfied.

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

13. Grantee shall provide no service regulated by the Federal Communications Commission until it has received all necessary approvals and permits from said commission.

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

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

16. Upon execution of this Agreement, said Agreement shall be deemed to constitute a contract by and between Grantee and the Metropolitan Government.

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

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IN WITNESS WHEREOF, the Grantee and the Metropolitan Government of Nashville and Davidson County have executed this Agreement by signatures of their lawfully designated representatives, on the dates written below.

METROPOLITAN MAYOR:

GRANTEE:

UNITI FIBER LLC

\_\_\_\_\_  
Freddie O'Connell

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Kelly A. McGriff  
Vice President and Deputy General Counsel  
Date: 1/24/24

## Uniti Fiber LLC's Legal, Character, Financial, and Technical Qualifications

Pursuant to section 6.26.030 of the Code of the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Metro Code"), Applicant Uniti Fiber LLC ("Uniti"), in support of its application for a fiber optic communications services franchise, provides the following information to demonstrate that it possesses the necessary legal, character, financial, and technical qualifications to construct and operate its system, perform its obligations, and adhere to all requirements of Chapter 6.26 of the Metro Code.

Uniti provides local exchange and interexchange services in much of the eastern United States and in California. This includes ethernet, wavelengths and dark fiber for telecommunications carriers and enterprises. Uniti was authorized to transact business in the State of Tennessee on October 24, 2018, and received approval from the Tennessee Public Utilities Commission to provide competing local exchange and interexchange service on November 2, 2018.

Uniti intends to offer resold local exchange, interexchange, dedicated point-to-point private line service, VoIP, and dedicated Internet access mostly to business and government customers. Uniti's data service offerings will provide bandwidth, beginning at T-1 (1.554 mbps) and proceeding into the high-speed optical carrier networks. Uniti does not intend to provide alternate operator or switched access services at this time.

Uniti's management team possesses extensive business, technical, operational, and regulatory experience in the telecommunications industry. Uniti has the necessary capital and financial ability to provide the services it proposes to offer within the area of the Metropolitan Government of Nashville and Davidson County and will adhere to all applicable ordinances and policies of the Metropolitan Government.

Uniti is in good standing with the Tennessee Secretary of State's Office, and no complaints have been filed against it with the Tennessee Public Utility Commission since it received its approval to provide competing local exchange and interexchange service statewide.

As additional evidence of its financial qualifications, Uniti refers the Metro Council to the Form 10-K for the fiscal year ending on December 31, 2022, filed with the United States Securities and Exchange Commission: <https://investor.uniti.com/static-files/9682004e-981f-4143-92a1-c42672c77aba>

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

A handwritten signature in black ink, appearing to read "Kelly A. McGriff".

By: Kelly A. McGriff

Title: Vice President and Deputy General Counsel

Date: 1/25/24



FRANCHISE BOND

Bond No. 47-SUR-200133-01-0343

Bond No. 107006026

KNOW ALL MEN BY THESE PRESENTS, that we, Uniti Fiber, LLC
107 St. Francis Street, Suite 1800 Mobile, AL 36602, as Principal,
and Berkshire Hathaway Specialty Insurance Company,
a corporation of the State of Nebraska, as Surety, are held and firmly bound unto
Metropolitan Government of Nashville and Davidson County, Tennessee
800 2nd Avenue, South P.O. Box 196300 Nashville, TN 37219, as Oblige,
in the sum of Five Hundred Thousand & 00/100 Dollars,
(\$500,000.00) lawful money of the United States of America, to be paid unto said Oblige, its successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a written agreement, dated \_\_\_\_\_, with the
Oblige which grants a Franchise to the Principal to

Fiber Optic Communications Franchise Agreement Contract

Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise agreement
referred to above and said agreement is hereby made a part of this bond with the like force and effect as if here in set forth in
length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named Principal, its
successors or assigns, does and shall well and truly observe, perform and fulfill its obligation as set forth in the above
mentioned Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain
in full force and effect.

The bond is subject, however, to the following express conditions:

FIRST: That in the even of a default on the part of the Principal, its successors or assigns, a written statement of such
default with full detail thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Oblige
shall learn of such default, such notice to be delivered to Surety at its Home Office in Hartford, Connecticut by registered
mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless
asserted or commenced within (12) months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or cancelled by Surety by Sixty ( 60 ) days prior notice in
writing to Principal and to Oblige. Such termination or cancellation shall not affect any liability incurred or accrued under
this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the
amount set forth above and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Oblige, and its
successors and assigns.

IN WITNESS WHEREOF, the above bound Principal and the above bound Surety have hereunto set their hands and seals
on the 24th day of April, 2023. This bond is effective the 24th day of April,
2023.

Uniti Fiber, LLC

By: [Signature] Katelyn A. McLean
VP & Dir. G.C. Principal
Berkshire Hathaway Specialty Insurance
Company

By: [Signature] Daniel P. Dunigan
Attorney-In-Fact





Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Daniel P. Dunigan, Brian C. Block, James L. Hahn, Joseph W. Kolok, Jr., Richard J. Decker, William F. Simkiss, 1041 Old Cassatt Road, of the city of Berwyn, State of Pennsylvania, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President

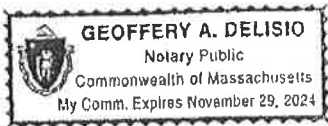


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 24, 2023.



[Signature of Officer]

Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Terrie.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims.notice@bhspecialty.com, via fax to (617) 507-6259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

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EXECUTION OF DOCUMENTS:

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Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com	<b>CONTACT NAME:</b> Cheri Johnson <b>PHONE (A/C, No, Ext):</b> (501)377-6319 <b>E-MAIL ADDRESS:</b> cheri.johnson@stephens.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	<b>INSURER A:</b> National Fire Insurance Of Hartford		20478
	<b>INSURER B:</b> Continental Insurance Company		35289
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			


**COVERAGES**      **CERTIFICATE NUMBER:** 73965800      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7012347039	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7012165356	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			7012165387	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7012165373	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

See Attached Addendum for Additional Coverage Details

<b>CERTIFICATE HOLDER</b>  THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY 100 METROPOLITAN COURTHOUSE Nashville TN 37201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   Stan Payne
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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**ADDRESS:** 100 METROPOLITAN COURTHOUSE Nashville TN 37201

NAMED INSURED SCHEDULE:  
 FIRST NAMED INSURED: UNITI GROUP INC  
 Uniti Group LP LLC  
 Uniti Group LP  
 Uniti Group Finance Inc  
 CSL Capital, LLC  
 Talk America Services, LLC  
 CSL National GP, LLC  
 CSL National, LP - Below Entities are Holding Companies for REIT Assets  
 CSL Alabama System, LLC  
 CSL Arkansas System, LLC  
 CSL Florida System, LLC  
 CSL Georgia System, LLC  
 CSL Iowa System, LLC  
 CSL Kentucky System, LLC  
 CSL Mississippi System, LLC  
 CSL Missouri System, LLC  
 CSL New Mexico, LLC  
 CSL North Carolina Realty GP, LLC  
 CSL North Carolina System, LP  
 CSL North Carolina Realty, LP  
 CSL Tennessee Realty Partner, LLC  
 CSL Tennessee Realty, LLC  
 CSL Ohio System, LLC  
 CSL Oklahoma System, LLC  
 CSL Texas System, LLC  
 CSL Realty, LLC  
 CSL Georgia Realty, LLC  
 Uniti Holdings GP, LLC  
 Uniti Holdings LP  
 Uniti Fiber Holdings, Inc.  
 Uniti Fiber LLC  
 Uniti QRS Holdings GP LLC  
 Uniti LATAM GP LLC  
 Uniti QRS Holdings LP  
 Uniti Leasing LLC  
 Uniti Dark Fiber LLC  
 Uniti Towers LLC  
 PEG Bandwidth Services, LLC  
 Contact Network, LLC  
 PEG Bandwidth DC, LLC  
 PEG Bandwidth DE, LLC  
 Inline Services, LLC  
 PEG Bandwidth LA, LLC  
 PEG Bandwidth MA, LLC  
 PEG Bandwidth MD, LLC  
 PEG Bandwidth MS, LLC  
 PEG Bandwidth NJ, LLC  
 PEG Bandwidth PA, LLC  
 PEG Bandwidth TX, LLC  
 PEG Bandwidth VA, LLC  
 PEG Bandwidth NY Telephone Corp



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)**

**HOLDER: THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
ADDRESS: 100 METROPOLITAN COURTHOUSE Nashville TN 37201**

- Hunt Telecommunications, LLC
- Hunt Brothers of LA, LLC
- Integrated Data Systems, LLC
- Nexus Systems, Inc.
- Nexus Wireless, LLC
- Southern Light, LLC
- Uniti Wireless Holdings LLC
- Uniti LATAM LP
- Uniti Leasing X LLC
- Uniti Leasing XI LLC
- Uniti Leasing XII LLC
- Information Transport Solutions, Inc.
- Uniti Group Holdco Inc
- ANS Connect, LLC
- Uniti National, LLC
- Uniti Towers NMS, LLC
- BB Fiber Holdings, LLC
- Uniti Group Finance 2019 Inc.
- Uniti Fiber 2020, LLC



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Stephens Insurance, LLC		NAMED INSURED Unifi Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**ADDRESS:** 100 METROPOLITAN COURTHOUSE Nashville TN 37201

NOTE - COPIES OF THE FORMS REFERENCED BELOW ARE AVAILABLE UPON REQUEST:  
 The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage per form CNA75079XX (10-16)  
 The "Other Insurance - Primary/Excess provision" with respect to additional insured's per form CNA74705XX(1-15)  
 The General Liability policy includes blanket automatic waiver of subrogation provision where required by written agreement per form CNA74705XX(1-15)  
 The General Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if required by contract per form CNA74702XX (1-15)  
 The Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage per form SCA 23 500 D (10-11)  
 The "Other Insurance - Primary/Excess provision" with respect to additional insured's per form CNA74705XX (1-15)  
 The Auto Liability includes a blanket automatic waiver of subrogation provision where required by written agreement per form CA 04 44 (10-13)  
 The Auto Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per form CNA72315XX (04-19)  
 The Workers Compensation includes a blanket automatic waiver of subrogation provision where required by written agreement per forms WC 00 03 13 (04-84) or Texas WC 42 03 04B (06-14)  
 The Work Comp policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per form CC68021A (02-13)  
 Longshore and Harbor Workers' Compensation Act endorsement (WC 00 01 06 A) is attached to the policy This endorsement amends the basic policy definition of workers compensation law to include the LHWCA  
 The Umbrella Liability follows over underlying General Liability, Auto Liability and Work Comp policies. The Umbrella policy includes additional insured as in underlying per form C CNA75504XX (03-15). The Umbrella policy includes blanket waiver of subrogation per form CNA75504XX (03-15)  
 General Liability & Umbrella Liability policies both include separation of insured provisions that are automatically built into coverage forms CG0001 (04-113) and CNA75504XX (03-15). The General Liability & Excess policies "do not" include cross suits exclusion endorsements.  
 Contractors' GL Extension Endorsement per form CNA7470XX(1-15) includes Contractual Liability Railroad (#7)



# TELIA-(NASHVILLE) CC SPLICE - 1217 LITTON

## 1217 LITTON AVENUE - NASHVILLE, TN

### PLANS FOR PROPOSED PROJECT:

### FIBER OPTIC INSTALLATION

NOVEMBER 17, 2023

#### JOB INFORMATION

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

JOB# CPE-449820

UNDERGROUND CONDUIT: EST - 60' / ACT -

AERIAL: EST - 0' / ACT -

TOTAL FIBER: EST. - 275' / ACT. -



#### CONTACT LIST

PROJECT MANAGER: DONALD COOPER - (251) 209-4155

ENGINEER: BRANN BEASLEY - (877) 652-2321

PROJECT CONTACT: AJA BUSH - (251) 422-2308

#### ATTENTION PERMITTING DEPARTMENT DIRECTORY

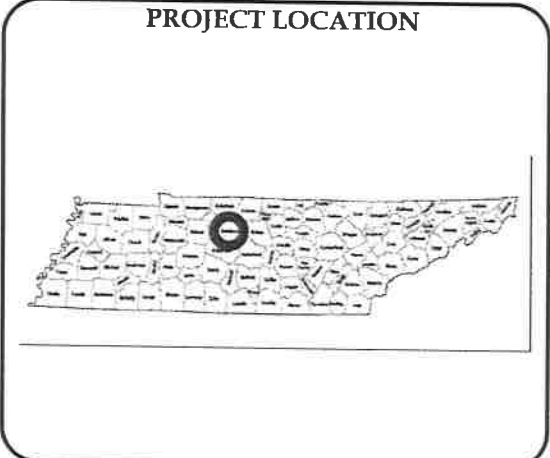
	DWG. NAME	DESCRIPTION	AS-BUILT
11/07/23	TELSPL-01	UG - LITTON AVE	

CPE LOCATION: [HTTPS://UNITI.MY.SALESFORCE.COM/A088W000002CQIP](https://uniti.my.salesforce.com/A088W000002CQIP)

#### VICINITY MAP



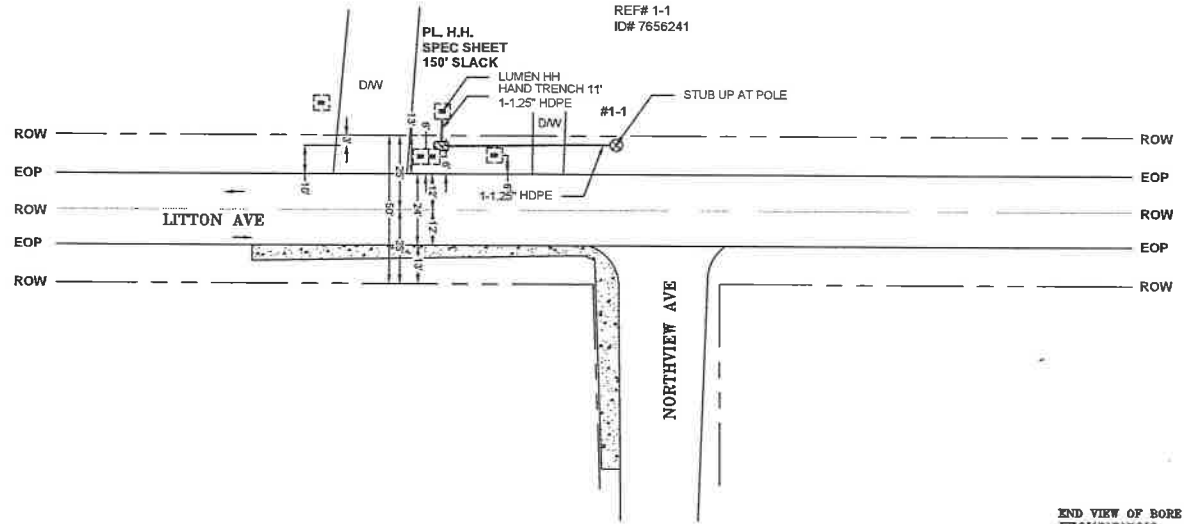
#### PROJECT LOCATION



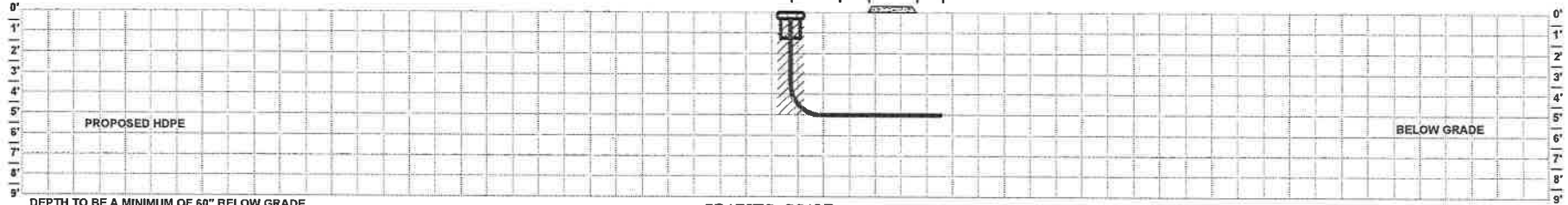
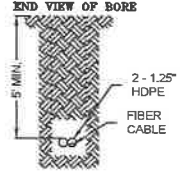
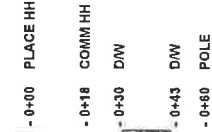


SPEED  
LIMIT  
45

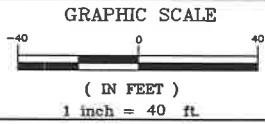
PULL FIBER  
EST = 275'  
DIR. BORE 2-1.25"  
EST = 60'



REF# 1-1  
ID# 7656241



**UNDERGROUND  
ALL CONSTRUCTION IS PROPOSED**  
UNITI FIBER WILL MAINTAIN 24" FROM EXISTING UTILITIES. UNITI FIBER HAS LOCATED ALL EXISTING UTILITIES.  
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION.



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING PRIOR TO ANY WORK PERFORMED. CONTACT UNITI FIBER: 877-452-2321		INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF UNITI FIBER.	
		1217 LITTON AVENUE NASHVILLE, TN	
SCALE: 40	PROJ. NO.: CPE-449820	DATE: 11/07/23	
INDEX REF.: TELSPL-CV	ENR.: B. BEASLEY	DRAWN BY: P. HADLEY	
VERSION: 11.06.23	SPICE DWD.: N/A	DWG. NO.: TELSPL-1	