

SECOND AMENDMENT TO
SITE LICENSE AGREEMENT

THIS SECOND AMENDMENT TO SITE LICENSE AGREEMENT (this "Second Amendment") is entered into this ____ day of _____, 20 ____, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, with a mailing address of P.O. Box 711, Huntington Beach, California 92648 ("Licensor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Licensee").

RECITALS

WHEREAS, Licensor and Pacific Bell Wireless, LLC, a Nevada limited liability company, f/k/a Pacific Bell Mobile Services, a California corporation, d/b/a Pacific Bell Wireless ("Original Licensee") entered into a Site License Agreement dated February 22, 2000 (the "Original Agreement"), whereby Original Licensee licensed certain real property, together with access and utility rights, located in Orange County, California from Licensor (the "Premises"), all located within certain real property owned by Licensor (the "Property") more particularly described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Original Agreement was amended by that certain Amendment No. 1 to Site License Agreement dated September 11, 2000 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, T-Mobile West Tower LLC is currently the licensee under the Agreement as successor in interest to the Original Licensee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on June 19, 2000, and expired on June 18, 2005. The Agreement provides for three (3) extensions of five (5) years each,

all of which were exercised by Licensee. According to the Agreement, the final extension expires on June 18, 2020; and

WHEREAS, Licensor and Licensee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and Licensee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. The first two sentences of Section 1.03(a) of the Original Agreement, and only those sentences, are hereby deleted and the following is inserted in their place:

The term of the Agreement for the Premises ("Term") shall be for five (5) years commencing on June 19, 2000 ("Commencement Date"), and expiring on June 18, 2005. Should Licensee fully and faithfully perform all terms and conditions of this Agreement, Licensee shall have the right to extend the Term of the Agreement for the Premises for eight (8) additional terms (each a "Renewal Term") of five (5) years each.

Licensor and Licensee hereby acknowledge that Licensee has exercised the first three (3) Renewal Terms, leaving a balance of five (5) Renewal Terms, with the final Renewal Term expiring on June 18, 2045.

3. Conditional Signing Bonus. Licensee will pay to Licensor a one-time amount of Forty-Five Thousand and No/100 Dollars (\$45,000.00) for the full execution of this Second Amendment (and any applicable memorandum of amendment) within thirty (30) days of the full execution of this Second Amendment ("Conditional Signing Bonus") subject to the following conditions precedent: (a) Licensee's receipt of this Second Amendment executed by Licensor; and (b) receipt by Licensee of the Memorandum of Second Amendment ("Memorandum") executed by Licensor.

4. One-Time Rent Increase. Effective on the first day of the second full month following full execution of this Second Amendment, the monthly Rent shall increase to Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) per month.

Rent Escalations. Commencing on June 19, 2020, and every five (5) years thereafter (the "Adjustment Date"), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator published three (3) months prior to the Adjustment Date, by the CPI-U indicator published five (5) years and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the monthly Rent amount of the most recent past Rent. In no event shall the increase in Rent calculated for any five (5) year period be less than ten percent (10%) or exceed fifteen percent (15%) of the most recent past Rent. Such Rent escalations shall replace and be in lieu of any other Rent escalations scheduled to occur pursuant to the Agreement on or after June 19, 2020.

5. Licensor and Licensee Cooperation. Licensee shall not assign, sublicense or permit the installation, modification, replacement, or occupation of all or any part thereof by any other party, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon request by Licensee and at Licensee's sole cost and expense but without additional consideration owed to Licensor, Licensor hereby agrees to promptly process building permits, zoning applications and other forms and documents, Memorandum, as required for the use of the Premises by Licensee, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals as required by applicable laws and regulations. Licensor agrees to prepare a Letter of Authorization in the form shown in Exhibit "B", attached hereto and made a part hereof, for the purpose of petitioning governmental bodies having jurisdiction over the Premises.

6. Insurance. Section 5.02 (Worker's Compensation Insurance); Section 5.03 (Insurance); Section 5.04 (Property Insurance); Section 5.05 (Certificates of Insurance; Additional Insured Endorsements) are hereby deleted and replaced with the following:

a) Worker's Compensation and Employers' Liability Insurance. Pursuant to the *California Labor Code* Section 1861, Licensee acknowledges awareness of Section 3700 et seq. of said code, which requires every employer to be insured against liability for workers' compensation. Licensee covenants that it will comply with all such laws and provisions prior to the entry onto the Premises pursuant to this license. As required by the State of California, Licensee shall maintain such Workers' Compensation Insurance per

Statutory Limits, and Employer's Liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, at all times incident hereto, in forms and underwritten by insurance companies reasonably acceptable to the Licensor, having an AM Best's Guide Rating of A-, Class VII or better.

b) Insurance Requirements.

A. General Liability Insurance. In addition to the workers' compensation and employer's liability insurance and Licensee covenant to defend, hold harmless and indemnify Licensor, Licensee shall obtain and furnish to Licensor, a policy of general public liability insurance. This policy shall indemnify Licensor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out or in connection with the Premises, and shall provide coverage, on ISO form CG 00 01 or equivalent, in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than Two Million Dollars (\$2,000,000). This policy shall list the Licensor, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage available to the Licensor, which may be applicable to the Premises, shall be deemed excess coverage and that Licensee's insurance shall be primary. Licensee shall be responsible for causing all subcontractors/sub Licensees and/or any other entity using the Premises to maintain insurance as determine by Licensee and in accordance with its qualified vendor insurance requirements. The umbrella limit of General Liability Insurance policy shall be Ten Million Dollars (\$10,000,000.00).

B. Automobile Liability Insurance. The Licensee shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Licensee arising out of or in connection with the work to be performed and the Premises mentioned under this License, including coverage for owned, hired, and non-owned vehicles, in an amount not less than One Million Dollars (\$1,000,000)

combined single limit for each occurrence. There shall be a separate "additional insured endorsement" page listing both the policy number and naming the "City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers" as additional insureds on the endorsement. The insurance provided shall be primary insurance and shall not seek contribution from any insurance held by the City. Excess and/or Umbrella coverage will not be accepted in lieu of or as a substitution for Automobile Liability coverage.

- C. Property Insurance. Before entering the Premises, Licensee shall provide evidence of property insurance; this policy shall be on a replacement cost basis and shall not contain a coinsurance penalty provision. Additionally, Licensor shall be listed as an additional insured under the General Liability policy related to third party property damage that is covered under the General Liability policy. The property insurance policy shall be on an "all risk" form.

The policy or policies shall also contain the following:

1. The insurer shall provide thirty (30) days prior written notice of cancellation for any reason other than non-payment of premium, in which a ten (10) days' notice shall apply, to Licensor; and
2. Licensor will not be responsible for premiums or assessments on the policy.

A complete and signed certificate of insurance required by this Section shall be filed with Licensor prior to the execution of this Agreement. Prior to the expiration of such policies, a signed and complete certification of insurance showing that coverage has been renewed, shall be filed with City.

- D. Certificates of Insurance; Additional Insured Endorsements. Prior to the execution of this License, Licensee shall furnish to Licensor certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this License; said certificates shall provide the name and policy number of each carrier and policy, and shall state that the policy is currently in force. Licensee shall maintain the foregoing insurance coverages in force until this License is terminated. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the City by Licensee under this Agreement. The City or its representative shall have the right to demand a

certified copy of all said policies of insurance as part of litigation. Licensee shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required. A separate copy of the additional insured endorsement to each of Licensee's insurance policies, naming the City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, covering both ongoing and completed operations, shall be provided to the City Attorney's Office for approval prior to the enactment of this License.

- E. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Licensor, its officers, elected or appointed officials, employees, agents and volunteers, or shall specifically allow Licensee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against Licensor.
- F. Insurance Proceeds. Any insurance proceeds received by the Licensor because of the total or partial destruction of said Premises or any buildings on said Premises shall be the sole property of the Licensor.
- G. Insurance Hazards. Licensee shall not commit or permit the commission of any acts on said Premises nor use or permit the use of said Premises in any manner that will increase the existing rates for or cause the cancellation of any property, liability or other insurance policy insuring the property, said Premises, or the improvements on said Premises. Licensee shall, at its sole cost and expense, comply with any and all requirements of insurance carriers necessary for the continued maintenance at reasonable rates of property, liability, and other insurance policies on the property, said Premises, and the improvements on said Premises.
- H. Insurance Limits. The Parties agree that one year prior to the expiration of each New Renewal Term, the Licensor shall have the right to review the insurance policy limits provided within this Section and upon the mutual agreement of the Parties, the policy limits may be increased to reflect current insurance trends and/or claims/liability and settlements made in relation to this Amendment.

7. Ratification.

a) Licensor and Licensee agree that Licensee is the current licensee under the Agreement, the Agreement, as amended herein, is in full force and effect and contains the entire agreement between Licensor and Licensee with respect to the Premises.

b) Licensor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Licensor represents and warrants that Licensor is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Agreement as amended.

d) Licensor acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Licensee improvements exist on the date of this Second Amendment.

8. Notices. Licensee's notice address as stated in Section 10.02 of the Original Agreement is amended as follows:

LICENSEE'S PRIMARY CONTACT

T-Mobile West Tower LLC
C/o Crown Castle USA Inc.
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (724) 416-2000

9. IRS Form W-9. Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Licensee. In the event the Premises are transferred, the succeeding licensor shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new licensor. Licensor's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

10. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In

the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Licensor and Licensee. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

This Second Amendment is executed by Licensor as of the date first written above.

LICENSOR:
CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of
California

By: _____
Print Name: _____
Print Title: _____

[Licensee Execution Page Follows]

APPROVED AS TO FORM

By: 
M MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

This Second Amendment is executed by Licensee as of the date first written above.

LICENSEE:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: Melanie Webb
Print Name: _____
Print Title: Melanie Webb
Senior Transaction Manager

5-3-19

This Second Amendment is executed by Licensee as of the date first written above.

LICENSEE:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Print Title: _____

Exhibit "A"
Legal Description of the Property

LOTS 1 THROUGH 125 INCLUSIVE IN BLOCK A AND LOTS 27 THROUGH 156 INCLUSIVE IN BLOCK B OR TRACT NO. 392, IN BLOCK B OF TRACT NO. 392, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 16, PAGE 5 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM LOTS 20 THROUGH 41 INCLUSIVE IN BLOCK A AND FROM SAID LOTS 27 THROUGH 51 INCLUSIVE IN BLOCK B THAT PORTION THEREOF LYING SOUTHERLY OF A LINE WHICH IS PARALLEL WITH AND DISTANT NORTHERLY 115.00 FEET FROM THE NORTHERLY LINE OF HUNTINGTON PLACE, AS SHOWN ON THE MAP OF SAID TRACT.

ALSO DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, WITH A SITUS ADDRESS OF 7000 NORMA DR, HUNTINGTON BEACH, CA 92647-4434 CURRENTLY OWNED BY CITY OF HUNTINGTON BEACH HAVING A TAX ASSESSOR NUMBER OF 142-243-47 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS TR 392 LOT 1 BLK A AND LOTS 2-19 INC, 42-102 INC & 104-125 INC AND POR OF LOTS 20-41 INC & 103 ALL IN BLK A AND POR OF LOTS 27-52 INC AND LOTS 53-156 INC ALL IN BLK B INC STREETS DATED AND RECORDED.



Site Name: CM495
Murdy
Business Unit #: 823364

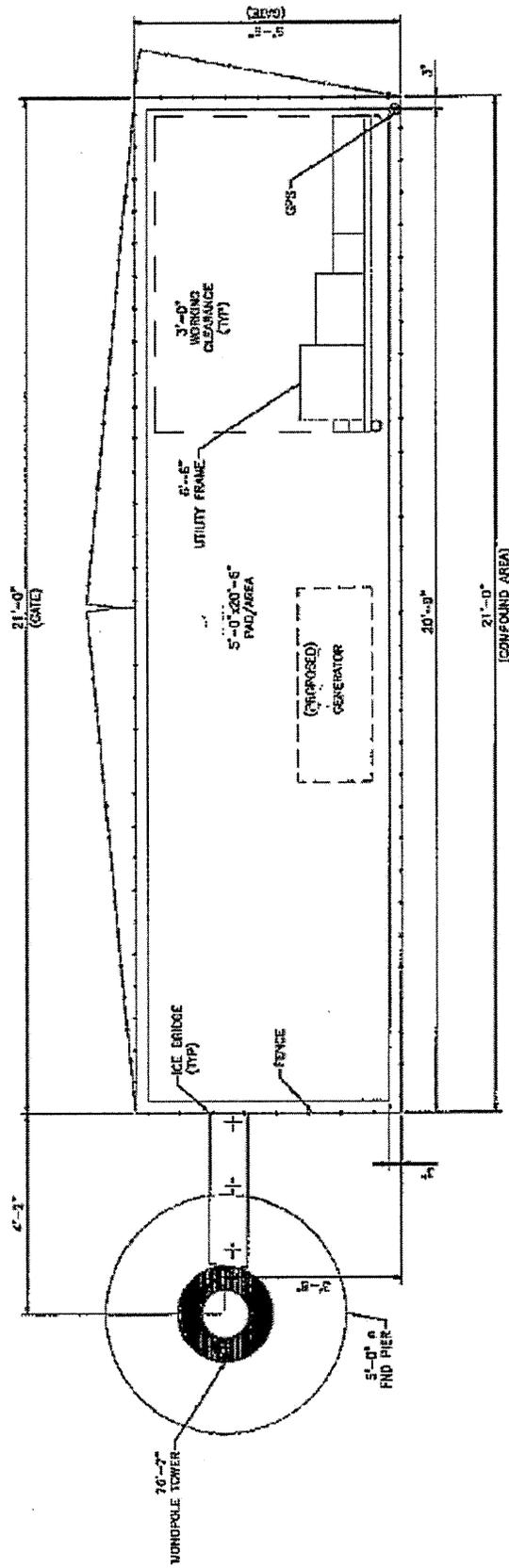


Exhibit "B"

Form of Letter of Authorization

Property Owner Letter of Authorization

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Re: Zoning/ Permitting – Plan / Design Review Process

I hereby represent that I am the legal owner of the property referenced below, and I hereby give my authorization to <insert carrier's name> and/or its Agent(s), to act as our Agent(s) in processing and obtaining approval for Building and/or Zoning permits through the City of Huntington Beach, CA for the modification of the facility located at the existing wireless communications site described as:

Crown Site ID:	823364
Carrier's Site ID:	TBD
Site Address:	7000 Norma Drive, Huntington Beach CA
APN:	142-243-47

Property Owner:

By: _____

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 142-243-47

**MEMORANDUM OF SECOND AMENDMENT TO
SITE LICENSE AGREEMENT**

This Memorandum of Second Amendment to Site License Agreement is made effective this ____ day of _____, 20__, by and between by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, with a mailing address of P.O. Box 711, Huntington Beach, California 92648 ("Licensor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Licensee").

1. Licensor and Pacific Bell Wireless, LLC, a Nevada limited liability company, f/k/a Pacific Bell Mobile Services, a California corporation, d/b/a Pacific Bell Wireless ("Original Licensee") entered into a Site License Agreement dated February 22, 2000 (the "Original Agreement"), whereby Original Licensee licensed certain real property, together with access and utility rights, located in Orange County, California from Licensor (the "Premises"), all located within certain real property owned by Licensor (the "Property"). The Property, of which the Premises are a part, is more particularly described on Exhibit A attached hereto.

Site Name: CM495 Murdy
Business Unit #: 823364

Documentary Transfer Tax \$ _____
___ Computed full value of property
___ Computed full value less liens & encumbrances remaining at time of sale
___ Computed full value of lease surpassing the 35-year term limit _____
___ Computed leased area of the property
___ Exempt-remaining lease term with renewal options is 35 years or less
Thriftly v. County of Los Angeles (1989) 210 Cal.App.3d 881
Signature of Declarant or agent _____

2. The Original Agreement was amended by that certain Amendment No. 1 to Site License Agreement dated September 11, 2000 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. T-Mobile West Tower LLC is currently the licensee under the Agreement as successor in interest to the Original Licensee.

4. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Agreement had an initial term that commenced on June 19, 2000, and expired on June 18, 2005. The Agreement provides for three (3) extensions of five (5) years each (each a "Renewal Term"), all of which were exercised by Licensee. According to the Agreement, the final Renewal Term expires on June 18, 2020.

6. Licensor and Licensee have entered into a Second Amendment to Site License Agreement (the "Second Amendment"), of which this is a Memorandum, providing for five (5) additional Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on June 18, 2045.

7. In the event of any inconsistency between this Memorandum and the Second Amendment, the Second Amendment shall control.

8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Licensor and Licensee.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Second Amendment is on file with Licensor and Licensee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Licensor and Licensee have caused this Memorandum to be duly executed on the day and year first written above.

LICENSOR:
CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of
California

By: _____
Print Name: _____
Print Title: _____

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

(Seal)

[Licensee Execution Page Follows]

LICENSEE:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: Melanie Webb
Print Name: _____
Print Title: Melanie Webb
Senior Transaction Manager

State of Texas

County of Harris

Before me, Veronica Nicole Lawrence, a Notary Public, on this day personally appeared Melanie Webb, Senior Transaction Manager of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE WEST TOWER LLC, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of May, 2019.

Veronica Nicole Lawrence

(Personalized Seal)

Notary Public's Signature



EXHIBIT A
(Legal Description of the Property)

LOTS 1 THROUGH 125 INCLUSIVE IN BLOCK A AND LOTS 27 THROUGH 156 INCLUSIVE IN BLOCK B OR TRACT NO. 392, IN BLOCK B OF TRACT NO. 392, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 16, PAGE 5 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM LOTS 20 THROUGH 41 INCLUSIVE IN BLOCK A AND FROM SAID LOTS 27 THROUGH 51 INCLUSIVE IN BLOCK B THAT PORTION THEREOF LYING SOUTHERLY OF A LINE WHICH IS PARALLEL WITH AND DISTANT NORTHERLY 115.00 FEET FROM THE NORTHERLY LINE OF HUNTINGTON PLACE, AS SHOWN ON THE MAP OF SAID TRACT.

ALSO DESCRIBED AS:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2019

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).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378		FAX (A/C No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Federal Insurance Company		20281
	INSURER B: National Union Fire Insurance Company of P		19445
	INSURER C: Berkshire Hathaway Specialty Insurance Com		22276
	INSURER D: New Hampshire Insurance Company		23841
	INSURER E: Travelers Property Casualty Company of Ame		25674
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** W11097545 **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 CERTIFICATION 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"/> COMMERCIAL GENERAL LIABILITY			3605-3335	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			3605-3335	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			3605-3335	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 25,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 012717225	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	No	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Business Personal Property All Risk 100% Replacement Cost			QT6305D736475TIL19	04/01/2019	04/01/2020	Limit: \$1,000,000

APPROVED AS TO FORM
 By: *Scott Feld*
MICHAEL E. GATES
 47 - CITY ATTORNEY
 CITY OF HUNTINGTON BEACH

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 03/28/2019 WITH ID: W10726232.

BU#823364 - CM495 Murdy, 7000 NORMA DR., Huntington Beach, CA 92647

*Property: Business/Personal Property

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach
 PO Box 711
 Huntington Beach, CA 92648

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
Joseph Spina

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Huntington Beach is included as an Additional Insured under the General Liability, Auto Liability and Umbrella Liability policies as their interest may appear and as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured. ✓

General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the certificate holder when agreed in written contract prior to the loss, but always subject to the policy terms, conditions and exclusions as permitted by law.

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name

5/16/2018 Edition

24/7 Chesapeake Holdings, LLC	Crown Castle International Corp.	Global Signal GP LLC
24/7 Mid-Atlantic Network of Virginia, LLC	Crown Castle International Corp. de Puerto Rico	Global Signal Holdings III LLC
24/7 Mid-Atlantic Network, LLC	Crown Castle International LLC	Global Signal Holdings IV LLC
Access Fiber Group Holdings LLC	Crown Castle Investment Corp.	Global Signal Operating Partnership, L.P.
Access Fiber Group, Inc.	Crown Castle Investment II Corp.	Global Signal Services LLC
AirComm of Avon, L.L.C.	Crown Castle MM Holding Corp.	GoldenState Towers, LLC
Atlantic Coast Communications LLC	Crown Castle MM Holding LLC	GS Savings Inc.
CA - CLEC LLC	Crown Castle MU LLC	GSPN Intangibles LLC
CC Castle International LLC	Crown Castle MUPA LLC	High Point Management Co. LLC
CC Edge LLC	Crown Castle NG Atlantic LLC	ICB Towers, LLC
CC Edge Solutions LLC	Crown Castle NG Central LLC	InfraSource FI, LLC
CC Finance LLC	Crown Castle NG East LLC	InSITE Fiber of Virginia LLC
CC FN Holdings LLC	Crown Castle NG Networks LLC	InSITE Solutions LLC
CC Holdings GS V LLC	Crown Castle NG West LLC	Interstate Tower Communications LLC
CC Site Acquisitions II LLC	Crown Castle Operating Company	Intracoastal City Towers LLC
CC Sunesys Fiber Networks LLC	Crown Castle Operating LLC	IX2 Center, LLC
CC TM PA LLC	Crown Castle Orlando Corp.	IX2 Wilshire, LLC
CC Towers Guarantor LLC	Crown Castle PR LLC	JBCM Towers LLC
CC Towers Holding LLC	Crown Castle PR Solutions LLC	Light Tower Clearinghouse LLC
CC TS LLC	Crown Castle PT Inc.	Light Tower Fiber New York, Inc. (NY)
CCATT Holdings LLC	Crown Castle Puerto Rico Corp.	Light Tower Holdings LLC
CCATT LCC	Crown Castle Services LLC	Light Tower Management, Inc.
CCATT PR LLC	Crown Castle Solutions LLC	Light Tower Metro Fiber LLC
CCGS Holdings Corp.	Crown Castle South LLC	Lighttower Fiber Infrastructure Corp.
CCPE Acquisitions LLC	Crown Castle TDC LLC	Lighttower Fiber Networks I, LLC
CCPR VI Tower Newco LLC	Crown Castle TLA LLC	Lighttower Fiber Networks II, LLC n/k/a Crown Castle Fiber LLC
CCS & E LLC	Crown Castle Towers 05 LLC	LTS Buyer LLC
CCT2 Holdings LLC	Crown Castle Towers 06-2 LLC	LTS Group Holdings LLC
CCTM Holdings LLC	Crown Castle Towers 09 LLC	LTS Intermediate Holdings A LLC
CCTM1 LLC	Crown Castle Towers LLC	LTS Intermediate Holdings B LLC
CCTM2 LLC	Crown Castle USA Inc.	LTS Intermediate Holdings C LLC
CCTMO LLC	Crown Communication LLC	Md7 Capitol One, LLC
Chesapeake Fiber, LLC	Crown Communication New York, Inc.	Mobile Media California LLC
Coastal Antennas LLC	Crown Mobile Systems, Inc.	Mobile Media National LLC
ComSite Venture, Inc.	DAS Development Corporation	Modeo LLC
Coverage Plus Antenna Systems LLC	Fiber Technologies Networks, L.L.C.	MW Cell REIT 1 LLC
Cross Connect Solutions, Inc. (PA)	Fibernet Direct Florida LLC	MW Cell TRS 1 LLC
Crown Atlantic Company LLC	Fibernet Direct Holdings LLC	NEON Transcom, Inc.
Crown Castle AS LLC	Fibernet Direct TEL LLC	NewPath Networks Holding LLC
Crown Castle Atlantic LLC	Fibernet Direct Texas LLC	NewPath Networks LLC
Crown Castle Augusta LLC	Fibertech Facilities Corp. (NY)	NY - CLEC LLC
Crown Castle BP ATT LLC	Fibertech Holdings Corp.	OP 2 LLC
Crown Castle CA Corp.	Fibertech Networks, LLC	OP LLC
Crown Castle Fiber LLC f/k/a Lighttower Fiber Networks II, LLC	Freedom Telecommunications, LLC	P3 CHB-1, LLC
Crown Castle GS III Corp.	Global Signal Acquisitions II LLC	P3 Holdings 2014 LLC
Crown Castle GT Company LLC	Global Signal Acquisitions III LLC	P3 OASA-1, LLC
Crown Castle GT Corp.	Global Signal Acquisitions IV LLC	P3 PBA-1, LLC
Crown Castle GT Holding Sub LLC	Global Signal Acquisitions LLC	PA - CLEC LLC

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name

5/16/2018 Edition

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



Liability Insurance

Endorsement

Policy Period APRIL 1, 2019 TO APRIL 1, 2020
Effective Date APRIL 1, 2019
Policy Number 3605-33-35 PIT
Insured CROWN CASTLE INTERNATIONAL CORPORATION
Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.



Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.



Liability Insurance

Endorsement

Policy Period APRIL 1, 2019 TO APRIL 1, 2020
Effective Date APRIL 1, 2019
Policy Number 3605-33-35 PIT
Insured CROWN CASTLE INTERNATIONAL CORPORATION
Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

*State Or Political
Subdivision – Permits*

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

ANY STATE OR POLITICAL SUBDIVISION IN WHOSE JURISDICTION
THE NAMED INSURED IS PERFORMING OPERATIONS FOR OTHERS
(NOT FOR THE STATE OR POLITICAL SUBDIVISION)

All other terms and conditions remain unchanged.

Authorized Representative

